



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2015-01-13

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE BUYER.

Order Number: CMA 0212 0212 OFFICE15	Procurement Folder: 69103
Document Name: OFFICE15-Office Supplies	Reason for Modification:
Document Description: OFFICE15-Office Supplies	
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method:	Effective Start Date: 2015-01-08
Free on Board:	Effective End Date: 2017-01-07

VENDOR	DEPARTMENT CONTACT
OFFICE DEPOT 4700 MUHLHAUSER RD HAMILTON OH 45011 US Vendor Contact Phone: (561) 438-3336 Extension: Discount Percentage: 0.0000 Discount Days: 30	Requestor Name: Tara Lyle Requestor Phone: (304) 558-2544 Requestor Email: tara.l.lyle@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

R 1/13/15

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>1-13-15</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>J. Robert Ralick</i> DATE: <i>1-22-15</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>JAN 23 2015</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

BLANKET OPEN-END CONTRACT

This blanket open-end contract with Office Depot, Inc. (Master Agreement No. PA5737) is in accordance with Legislative Rule Section 148-1-7-9.1 and is to provide office supplies to all state agencies and political subdivisions.

Effective date of the contract: 01/08/2015 through 01/07/2017.

Agencies may order any items in the contract as long as those items are not covered by any statewide contract issued by the Purchasing Division. Specific contracts that contain items on the Office Depot contract include but not limited to: PAPER, IP12, HOUSE14, SANPAP13, FOOD, CANLINE11A, DCBATT11A, and DFS15.

SEE ATTACHED PAGES FOR MORE INFORMATION.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44120000			LS	\$0.000000

Description: Office supplies

Extended Description:

Total Order Amount	Open End
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OFFICE15	Document Phase Draft	Document Description OFFICE15-Office Supplies	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

OFFICE15

Agencies may order any designated item from the vendor's catalog. Designated items will be marked on the vendor's website with an orange "C".

Agencies must obtain a confirmation of every order and this must be retained for orders less than \$10,000.00.

For orders over \$10,000.00, a quote shall be submitted as an attachment and processed as a CDO (central delivery order) through the Purchasing Division. Agencies must submit a copy of the quote or order confirmation with every invoice to ensure payment.

Agencies should indicate the master agreement number, PA 5737, on all orders or quotes.

Agencies may utilize this contract via internet, phone and fax. All prices include shipping cost. No shipping cost shall be paid and no minimum order is required for free shipping.

The following is incorporated by reference and made a part of hereof:

1. State of Oregon -Master Agreement with Office Depot, Inc.-Master Agreement Number PA 5737;
2. Participating Addendum signed by the State of WV and Office Depot, Inc.;
3. WV-96;
4. Goods and Prices attachment;
5. WSCA-NASPO Master Agreement Terms and Conditions; and
6. Specifications.

Agencies may still use www.officemaxworkplace.com or www.officemaxsolutions.com platforms for ordering.

All user information such as user id and password remains the same.

Contact Information - Office Depot, Inc.

Mick Bell

Tel: 304.781.7766

mick.bell@officedepot.com

State of Oregon

**MASTER AGREEMENT
WITH**

Office Depot, Inc.

**FOR OFFICE SUPPLIES AND SERVICES Toner, Paper,
Recycled-Content/Green Products and other
Miscellaneous Products**

Master Agreement number PA 5737

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This Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") on behalf of the member states of the WSCA-NASPO Cooperative Purchasing Program ("WSCA-NASPO"), and Office Depot, Inc., a Delaware Corporation ("Contractor").

Section 1 –Master Agreement

1.1 Parties

- 1.1.1 The only parties to this Master Agreement are Contractor and DAS PS.
- 1.1.2 Participating States may enter into Participating Addendum with Contractor substantially in the form attached hereto as Exhibit A.
- 1.1.3 Purchasing Entities may purchase goods and related services specified in Exhibit B ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Purchasing Entity and Contractor.
- 1.1.4 As used in this Master Agreement, "Purchasing Entity" means: a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.2 Process

- 1.2.1 Purchasing Entities may order Goods during the Term of this Master Agreement using an ordering instrument:
 - a) Purchasing Entities may use an electronic ordering method when the Purchasing Entity is using a Small Purchase Order Transaction System (SPOTS) card (or comparable ordering method in Purchasing Entities not in the State of Oregon).
 - b) Purchasing Entities may use their own purchase order forms as ordering instruments as agreed to by Contractor.
 - c) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Master Agreement (and include the Master Agreement reference number from the Master Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.

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- v) The delivery location(s).
- vi) The invoicing address.
- vii) The Purchasing Entity's authorized representative and relevant contact information, including an e-mail address or fax number.

- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Master Agreement. Additional, different or conflicting terms and conditions in any purchase order(s) or any other form of either a Purchasing Entity or the Contractor may not vary the terms of the Master Agreement. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Purchasing Entities that comply with the provisions of this Master Agreement until this Master Agreement terminates. Contractor may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit B.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within 10 business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail or facsimile if that information is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Purchasing Entity and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Master Agreement" means this Master Agreement.
- 1.2.6 The State of Oregon is not obligated or liable under an ordering instrument unless a State of Oregon agency is purchasing Goods as the Purchasing Entity.
- 1.2.7 Nothing in this Master Agreement obligates any Purchasing Entity to place any ordering instrument.
- 1.2.8 Contractor shall reject an ordering instrument that does not meet the requirements of this Master Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Master Agreement, Contractor shall offer Goods to Purchasing Entities at prices that do not exceed the prices listed in Exhibit B.

**OFFICE DEPOT-OFFICE MAX MERGER AND
CONSOLIDATION OF PLATFORMS: Office Depot and Office Max**

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merged in 2013, and the combined company is operating under the name Office Depot, Inc. and Office Max is a wholly owned subsidiary of Office Depot, Inc. The Parties also acknowledge that as a result of the merger, Contractor is consolidating the ordering and billing platforms of the two companies into one, but that the consolidation is not yet complete, and there may be some price differences between the Office Depot North Catalog (OfficeMax) and the Office Depot South Catalog (Office Depot), including the list prices on the two platforms as described herein. Contractor shall work diligently to try to complete the consolidation of the ordering and billing platforms for Participating Entities within six (6) months of the Effective Date and as set forth in this Master Agreement.

On a monthly basis, Contractor shall provide a file to DAS PS that lists those Contract Catalog Products that are contained in both the Office Depot North Catalog and the Office Depot South Catalog that have an exact match of manufacturer, UPC (Universal Product Code), and unit of measure ("Identical Vendor Catalog SKU") and have different list prices on each of the Office Depot North platform and the Office Depot South platform. Within six (6) months of the Effective Date, pricing for all Identical Vendor Catalog SKUs as well as pricing for Catalog Contract Products that are contained in the SP Catalog, but not in the Office Depot North Catalog or the Office Depot South Catalog ("SP Products") for all Participating Entity customers, no matter which platform they are then currently on, shall be priced at the same sell price that the then current Participating Entity customers on the Office Depot South platform are being charged. For purposes of clarification, once an Identical Vendor Catalog SKU and an SP Product is priced as set forth in the proceeding sentence, such product shall not be priced at the list price as set forth in the Office Depot North system of record even if the customer purchasing the products is then currently on the Office Depot North ordering platform, but such product will be priced at the Office Depot South platform system of record in accordance with the Office Depot South list price definition in section 1.3.6.1(d) for all Participating Entities. The parties understand and agree that the foregoing will occur on a monthly basis so that the list of Identical Vendor Catalog SKUs and SP Products that have different pricing will continue to decrease on a rolling basis.

If Contractor determines that it will need to extend the six (6) month period set forth in this section to achieve the pricing uniformity as described herein, Contractor and DAS PS shall cooperate in good faith, and upon mutual agreement, extend such time period as the parties deem necessary.

On a quarterly basis, Contractor agrees to review purchases made by Legacy Office Depot North Customers and provide a credit to each Legacy Office Depot North Customer who paid a higher sell price for an Identical Vendor Catalog SKU and/or SP Product on the Office Depot

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North platform, than the identical item was priced on the Office Depot South platform, due to the pricing structure on the two platforms as described in section 1.3.6.1(a). Any such credit will be provided to the applicable customer within 45 days of the end of each quarter. The parties agree that any price difference will not be deemed to be a pricing error nor overpayment by a Participating Entity. Once a Legacy Office Depot North Customer has transitioned to the Office Depot South platform, their purchases will no longer be reviewed.

- 1.3.2 Contractor and Purchasing Entity may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Purchasing Entity.
- 1.3.3 Reserved
- 1.3.4 The discount percentage or amount offered in each of the 49 categories of Goods listed on Exhibit B will remain the same (or may increase) throughout the life of the Master Agreement including any renewals. The discount percentage or amount may never decrease.
- 1.3.5 Goods that have been approved and that meet the category standards listed in Exhibit B, products may be added or deleted every six months as approved by DAS PS. Contractor or DAS PS may provide a list of goods that may be approved and added. DAS PS may prohibit goods on this Master Agreement for environmental health or performance reasons, in addition the DAS PS or contractors may request to add new goods that meet the specification in Exhibit B. All goods added must be at the same discounts already agreed upon and cannot be lesser than what was agreed upon for each category. However, the discount can always be deeper.
- 1.3.6 Commencing after the first year of the Master Agreement Contractor may request unit price increases, for everything other than paper, from DAS PS no more often than every 6 months Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS and must be auditable and verifiable. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase.
 - 1.3.6.1 Platform Transition for Participating Entities"
 - (a) Upon the Effective Date, existing Participating Entity customers currently purchasing from the OfficeMax ("Office Depot North") platform ("Legacy Office Depot North Customers") will continue to purchase from that ordering platform until the parties mutually agree upon a transition date to move the Participating Entity customer to the Office Depot

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("Office Depot South") platform. The Office Depot North platform will not be available to Participating Entities after December 1, 2016, therefore all Legacy Office Depot North Customers must be transitioned to the Office Depot South platform by December 1, 2016. Each Legacy Office Depot North Customer's transition date will be subject to its ability to transition, its coordination of the transition and completion of any necessary actions or documentation necessary to be completed. Existing Participating Entity customers currently purchasing from the Office Depot South platform will continue to purchase from that platform. New Participating Entity customers purchasing under this Master Agreement will purchase from the Office Depot South platform. Participating Entity customers (state agencies and other governmental entities) of this Master Agreement will, through the execution of a Participating Addendum, acknowledge the platform they will be using. For purposes herein, once a Legacy Office Depot North Customer transitions to the Office Depot South platform, such customer shall no longer be included in the definition of Legacy Office Depot North Customer.

Pricing and Pricing Unification

(b) Products that are offered under this Master Agreement will be "contained in at least one of the following catalogs in use at the time of the creation of the price plan or pricing update, as applicable: (1) the SP Richards printed catalog ("SP Catalog"); (2) the primary printed catalog in use for account customers of Office Depot's Business Solutions Division ("Office Depot South Catalog"); and (3) OfficeMax's full-line office products catalog, the "OfficeMax Maxi Catalog" ("Office Depot North Catalog"). Such products, except for those on the RISI paper list will collectively be referred to herein as the "Contract Catalog Products." Participating Entities that are purchasing off of the Office Depot North platform will be able to purchase those Contract Catalog Products that are contained in the SP Catalog and the Office Depot North Catalog. Participating Entities that are purchasing off of the Office Depot South platform will be able to purchase those Contract Catalog Products that are contained in the SP Catalog and the Office Depot South Catalog.

(c) The Contract Catalog Products will be priced at a list less discount by category as set forth in Exhibit B. The "list price" shall be as set forth below. For purposes of clarification, those Contract Catalog Products that are contained in at least one of the Office Depot North Catalog and/or the Office Depot South Catalog shall be priced utilizing the "Vendor Catalog" discounts per category as set forth in Exhibit B and those Contract Catalog Products that are contained in the SP Catalog, but are not in the Office Depot North Catalog and the Office Depot South Catalog, shall be priced utilizing the "Wholesale Catalog" discounts per category as set forth in Exhibit B.

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(d) Contractor and DAS PS understand and agree that "list price" shall mean the system list price for the Contract Catalog Product for the applicable platform, except as provided in subsection (e) below. For the Legacy Office Depot North Customers who are purchasing under the Office Depot North platform (as described in subsection (a)), "list price" shall mean the list price shown in the Office Depot North system of record at the time the price plan for such Participating Entity customer is created or updated in accordance with the terms of this Master Agreement. For all other Participating Entity customers, (who are purchasing under the Office Depot South platform), "list price" shall mean the list price shown in the Office Depot South system of record at the time the price plan for such Participating Entity customer is created or updated in accordance with the terms of this Master Agreement. As such, it is explicitly understood that when a Legacy Office Depot North Customer transitions to the Office Depot South platform, upon the effective date of such transition, "list price" shall mean the list price shown in the Office Depot South system of record in accordance with the terms of this Master Agreement. Pursuant to the foregoing, the parties understand and agree that prices based on list less discounts may vary between platforms and further agree that the foregoing may result in different pricing at an individual item level.

(e) On a monthly basis, Contractor shall provide a file to DAS PS that lists those Contract Catalog Products that are contained in both the Office Depot North Catalog and the Office Depot South Catalog that have an exact match of manufacturer, UPC (Universal Product Code), and unit of measure ("Identical Vendor Catalog SKU") and have different list prices on each of the Office Depot North platform and the Office Depot South platform. Within six (6) months of the Effective Date, pricing for all Identical Vendor Catalog SKUs as well as pricing for Catalog Contract Products that are contained in the SP Catalog, but not in the Office Depot North Catalog or the Office Depot South Catalog ("SP Products") for all Participating Entity customers, no matter which platform they are then currently on, shall be priced at the same sell price that the then current Participating Entity customers on the Office Depot South platform are being charged. For purposes of clarification, once an Identical Vendor Catalog SKU and an SP Product is priced as set forth in the preceding sentence, such product shall not be priced at the list price as set forth in the Office Depot North system of record even if the customer purchasing the products is then currently on the Office Depot North ordering platform, but such product will be priced at the Office Depot South platform system of record in accordance with the Office Depot South list price definition in subsection (d) for all Participating Entities. The parties understand and agree that the foregoing will occur on a monthly basis so that the list of Identical Vendor Catalog SKUs and SP Products that have different pricing will continue to decrease on a rolling basis.

If Contractor determines that it will need to extend the six (6) month period set forth in this section to achieve the pricing uniformity as

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described herein, Contractor and DAS PS shall cooperate in good faith, and upon mutual agreement, extend such time period as the parties deem necessary.

(f) On a quarterly basis, Contractor agrees to review purchases made by Legacy Office Depot North Customers and provide a credit to each Legacy Office Depot North Customer who paid a higher sell price for an Identical Vendor Catalog SKU and/or SP Product on the Office Depot North platform, than the identical item was priced on the Office Depot South platform, due to the pricing structure on the two platforms as described in subsection (a). Any such credit will be provided to the applicable customer within 45 days of the end of each quarter. The parties agree that any price difference will not be deemed to be a pricing error nor overpayment by a Participating Entity. Once a Legacy Office Depot North Customer has transitioned to the Office Depot South platform, their purchases will no longer be reviewed.

Product Classification

(g) For each update of products, Contractor shall provide DAS PS with a file containing the classification of products per category and DAS PS shall provide approval of such classification within three (3) business days, in writing, prior to any product updates being effective. If DAS PS does not approve, the parties shall work together to promptly create mutually agreed upon classifications.

1.3.7 Paper price changes for paper items, except for those paper items that are contained in category 32 (in Exhibit B) will be based on the RISI (Resource Information System Inc.) index. Contractor may adjust Paper Prices for the approved paper items one time in any given calendar quarter, at any time during the calendar quarter. Contractor may only request an adjustment if the RISI Table 6 (Resource Information Systems Inc. Table 6: Uncoated Freesheet Section, St. no 4 92 bright xerographic) index for such products has changed from the date of the Proposal or from the date of the last approved change, whichever is later. Contractor must give DAS PS or the Contract Administrator 30 days prior notice of any such requested change. Contractor must verify, in writing, all such Paper Price changes, if any and all such Paper Price Changes, if any, are subject to audit by DAS PS.

If Contractor fails to request a paper price adjustment to the approved paper items 30 days prior to the adjustment date, the adjustment will be effective 30 days after DAS PS or the Contract Administrator received the written request.

Although DAS PS and Purchasing Entities prefer that these adjustments happen as close to the beginning of the calendar quarter as possible

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Contractor may request and take RISI Table 6 supported Paper Price increase at any date in the quarter provided there is no more than one change per quarter and that DAS PS or the Contract Administrator has received the required 30 day notice. In no event shall Contractor implement more than one Paper Price increase in any given quarter. Contractor shall reflect any Paper Price decreases based upon RISI Table 6 decrease no later than 30 days after the RISI Table 6 decrease or the first business day of the next calendar quarter, whichever comes first.

No retroactive contract price adjustments will be allowed.

The price adjustment for the above reference approved paper items shall be based on the RISI index effective the date of the Proposal Submittal.

1.4 WSCA/NASPO Administrative Fee.

Contractor shall remit to WSCA-NASPO the WSCA-NASPO Administrative Fee and quarterly sales reports. Requirements for payment of the WSCA-NASPO Administrative Fee and usage reporting to WSCA-NASPO are specified in sections 26-27 of the WSCA-NASPO Master Agreement Terms and Conditions, attached hereto as Exhibit D.

1.5 Term of Master Agreement

- 1.5.1 The initial term of this Master Agreement begins on the date this Master Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and ends 2 years after the Effective Date, unless sooner terminated or extended as provided in this Master Agreement. DAS PS has the option to extend this Master Agreement for additional terms, with mutual agreement by Contractor for additional one year periods, provided, however, that the total term, including the initial term and all renewals, may not be more than 8 years from the Effective Date. If DAS PS and Contractor mutually agree to extend the term, the parties will execute written agreement of their exercise of the option to extend, no later than 30 calendar days before the expiration of the then-current term. The initial term and all extension terms are collectively the "Term" of this Master Agreement.
- 1.5.2 After this Master Agreement is terminated, Contractor shall not accept new ordering instruments.
- 1.5.3 Termination of this Master Agreement also terminates ordering instruments in which the Contractor is not legally required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as a blanket purchase order (an order that may contain detail of the Goods, but actual sale of Goods is made by periodic releases that specify a date for delivery of specific Goods).

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- 1.5.4 Except as provided in Section 1.5.3, termination of this Master Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument accepted before termination of this Master Agreement.
- 1.5.5 DAS PS may terminate this Master Agreement upon 30 calendar days' written notice to Contractor for any or no reason.
- 1.5.6 DAS PS and Contractor may terminate this Master Agreement upon mutual agreement.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance as required by DAS PS until all Contracts under this Master Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 **WSCA/NASPO Terms and Conditions.** Incorporated herein and attached hereto as Exhibit D are the WSCA/NASPO terms and conditions.
- 1.7.2 **Choice of Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Master Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement
- 1.7.3 **Designation of Forum and Consent to Jurisdiction.** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Master Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County or if the proceeding must be brought in federal court in the United States District Court for the District of Oregon. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum
- 1.7.4 **Amendments.** DAS PS and Contractor may need to modify selected terms, conditions, price(s) and services under this Master Agreement due to the following illustrative, although not exhaustive, categories of anticipated amendments:
 - i. Amendments to extend the term of the Master Agreement for additional periods;

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- ii. Amendments to add new Goods within the scope of the Master Agreement, if any, at the prices specified within the Master Agreement or at a discount to these prices, or amendments to delete Goods; or
- iii. Amendments to increase or decrease prices for the Goods.

All amendments must be in writing and signed by all approving parties before becoming effective. Only DAS PS and Contractor have the final authority to execute changes, notices or amendments to the Master Agreement.

- 1.7.5 **Transfer.** Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Master Agreement without first obtaining the written consent of DAS PS, except Contractor shall have the right to assign this Master Agreement to any of its subsidiaries with the prior written notice to DAS PS. DAS PS's consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Master Agreement. This Master Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns. Notwithstanding the foregoing, Contractor shall have the right, with prior written notice to DAS PS, to use those third party subcontractors that Contractor utilizes in its day to day operations, including delivery carriers and customer service.
- 1.7.6 **Counterparts.** This Master Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument. Notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.7 **Force Majeure.** Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Master Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Master Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

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- 1.7.8 **Entire Agreement.** This Master Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.9 **Notices.** Except as otherwise expressly provided in this Master Agreement, any communications between the parties, or notices to be given under this Master Agreement, are effective only if given in writing by personal delivery, express courier, or United States Postal Service, postage prepaid, certified mail, to Contractor or DAS PS at the address or number set forth below in Sections 4 and 5, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice so addressed and mailed is deemed given five (5) days after mailing. Any communication or notice given by personal delivery or express courier is deemed given immediately upon such delivery, provided such delivery is made to the person indicated below and at the addresses set forth in Sections 4 and 5.
- The Contract Administrators are identified in Sections 4 and 5, respectively.
- 1.7.10 **Intended Beneficiaries.** DAS PS and Contractor are the only parties to this Master Agreement and are the only parties entitled to enforce its terms. Nothing in this Master Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Master Agreement. Purchasing Entities from the member states of WSCA-NASPO are intended beneficiaries of this Master Agreement.
- 1.7.11 **Waiver.** The failure of DAS PS or Contractor to enforce any provision of this Master Agreement or the waiver of any violation or nonperformance of this Master Agreement in one instance does not constitute a waiver by DAS PS or Contractor, respectively, of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver by either party, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.12 **Certification of Compliance with Tax Laws.** By signature on this Master Agreement for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS

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310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

- 1.7.13 **Compliance with Law.** DAS PS's performance under this Master Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Master Agreement), 279B.230 and 279B.235 (if applicable to this Master Agreement), which are incorporated into this Master Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Master Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 1.7.14 **Access to Records.** Contractor shall retain, maintain, and keep accessible all records relevant to this Master Agreement (the "Records") for a minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the Master Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS and its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying as set forth herein. Unless otherwise required by statute, audits and records inspection shall be limited solely to review of non-confidential and non-proprietary records. Audits shall be performed no more than once per calendar year, and no audits shall occur after the date that is one year following termination or expiration of the Master Agreement. Contractor has the right to dispute the results of any audit. Any resulting overcharges may be offset by any undercharges. In the event that a third party auditor is used, Contractor reserves the right to approve such auditor, which approval shall not be unreasonably upheld. Additionally, the auditor must execute Contractor's non-disclosure agreement. Audits shall be at the expense of DAS PS.

Section 2 – Standard Terms for Contracts Under This Master Agreement

- 2.1 **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 **PAYMENT:** Contractor shall look solely to Purchasing Entity for payment of all amounts that may be due under this Contract. **PURCHASING ENTITY IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.**

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Subject to Purchasing Entity's acceptance of goods, payment is due from Purchasing Entity within 45 calendar days after the date of the invoice.

- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Purchasing Entity up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Purchasing Entity only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Purchasing Entity for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1 Master Agreement number.
 - 2.5.2 Ordering instrument number.
 - 2.5.3 Goods ordered.
 - 2.5.4 Date delivered.
 - 2.5.5 Volume or quantity of Goods delivered.
 - 2.5.6 The price per item of Goods.
 - 2.5.7 The total amount invoiced.
 - 2.5.8 The address to which payment is to be sent.
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Master Agreement.
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** Purchasing Entity may cancel an order in whole or in part before Goods described in the cancelled whole or part are shipped. Purchasing Entity has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, Purchasing Entity shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection must also specify when cure will be allowed. Notwithstanding the foregoing, Contractor agrees that in the event Purchasing Entity requests to cancel an order for special order products (e.g. custom manufactured products or bulk purchase items), Contractor shall work with

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Participating Entity and Contractor source of supply to make sure that cancellation is feasible and/or determine terms relating to such cancellation.

- 2.7.1 Purchasing Entity may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Purchasing Entity. In such an event, Contractor shall deliver substitute conforming Goods within 10 calendar days of receipt of notice of rejection.
- 2.7.2 If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.
- 2.7.3 Nothing contained in Section 2.7 precludes Purchasing Entity from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

- 2.8.1 **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of Purchasing Entity, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Master Agreement.
- 2.8.2 **WARRANTY ON MATERIALS, DESIGN, MANUFACTURE:** Contractor represents and warrants that all Goods are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit E to the Master Agreement.
- 2.8.3 **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with standards prevalent in the industry.
- 2.8.4 **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to Purchasing Entity under this Contract.
- 2.8.5 **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health

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Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

- 2.8.6 **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to Purchasing Entity at time of delivery at no charge.
- 2.8.7 **WARRANTIES CUMULATIVE:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford Purchasing Entity the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

- 2.9.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.
- 2.9.2 **STATUTORY TERMS:** Purchasing Entity's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 2.9.3 **NONCOMPLIANT GOODS:** In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law prevails. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Purchasing Entity.
- 2.9.4 **RECALLED GOODS OR COMPONENTS:** In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall promptly notify DAS PS and Purchasing Entity of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Purchasing Entity may elect to do any of the following:
- a) Cancel any portion of the ordering instrument.
 - b) Reject the Goods.

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- c) Revoke its acceptance of the Goods.
- d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to Purchasing Entity.
- e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Purchasing Entity for any payments made.

- 2.10 FOREIGN CONTRACTOR:** If the amount of the Contract exceeds ten thousand dollars (\$10,000), and If Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Purchasing Entity may withhold final payment under the Contract until Contractor has met this requirement.
- 2.11 MATERIAL SAFETY DATA SHEET:** Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Master Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use will be provided on-line or per request to the Purchasing Entity's sales representative. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and additional MSDS information if available and as requested by Purchasing Entities.
- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither Purchasing Entity nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Purchasing Entity may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.
- 2.14 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS:** Purchasing Entity's payment obligations under this Contract are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Purchasing Entity had sufficient funds available and authorized to make payments under this Contract.

2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

- 2.16.1 Contractor is an independent contractor. Although Purchasing Entity reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Purchasing Entity cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.
- 2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Purchasing Entity will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

- 2.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY PURCHASING ENTITY, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY PURCHASING ENTITY, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. PURCHASING ENTITY OR STATE SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH PURCHASING ENTITY OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE

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NEGLIGENT OR WILLFUL MISCONDUCT OF PURCHASING ENTITY, THE STATE OF OREGON OR THEIR RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS, OR (II) PURCHASING ENTITY'S, THE STATE OF OREGON'S OR THEIR RESPECTIVE OFFICERS', EMPLOYEES' OR AGENTS' MISUSE OF, ALTERATION OR OTHER MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

2.17.2 HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE REASONABLY INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

2.18 BREACH:

2.18.1 **BY CONTRACTOR:** Contractor breaches this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any breach of any covenant, warranty, obligation or certification under this Contract, provided however that Contractor may cure the breach within the period specified in Purchasing Entity's notice of default when Purchasing Entity determines the breach is curable by Contractor, which such cure period shall not be less than ten (10) business days..

2.18.2 **BY PURCHASING ENTITY:** Purchasing Entity breaches this Contract if:

- a) Purchasing Entity fails to pay Contractor any amount pursuant to the terms of this Contract, and Purchasing Entity fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Purchasing Entity commits any breach of any covenant, warranty, or obligation under this Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 PURCHASING ENTITY'S REMEDIES: If Contractor is in breach under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, Purchasing Entity may recover any and all reasonable damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages, as statutorily permitted under ORS 72.7110 to 72.7170. Purchasing Entity may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.1;
- b) Withholding all monies due for invoiced Goods that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Purchasing Entity's setoff without penalty to Purchasing Entity.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and Purchasing Entity may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Purchasing Entity terminates this Contract, or if Purchasing Entity is in breach under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Purchasing Entity for the unpaid purchase price for Goods delivered and accepted by Purchasing Entity, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Purchasing Entity, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Purchasing Entity, less previous amounts paid and any claim(s) which Purchasing Entity has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section,

Contractor shall pay any excess to Purchasing Entity upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Purchasing Entity and Contractor.

2.20.2 RIGHTS OF PURCHASING ENTITY. Purchasing Entity may, at its sole discretion, terminate this Contract for convenience with thirty (30) calendar days written notice. Purchasing Entity may terminate this Contract immediately upon notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events: (a) Purchasing Entity fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by Purchasing Entities under the Master Agreement is prohibited, or Purchasing Entities are prohibited from paying for such Goods from the planned funding sources; or (c) Contractor is in breach of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Purchasing Entity.

2.20.3 RIGHTS OF THE CONTRACTOR: Contractor may terminate this Contract with a minimum ten (10) calendar days written notice to Purchasing Entity, if Purchasing Entity is in breach of this Contract as described in Section 2.18.2.

2.21 ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to this Contract (the "Records") for a minimum of three (3) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS, Purchasing Entity, and their duly authorized representatives access to the Records at a reasonable time and place for purposes of examination and copying as set forth herein. Unless otherwise required by statute, audits and records inspection shall be limited solely to review of non-confidential and non-proprietary records. Audits shall be performed no more than once per calendar year, and no audits shall occur after the date that is one year following termination or expiration of the Master Agreement. Contractor has the right to dispute the results of any audit. Any resulting overcharges may be offset by any undercharges. In the event that a third party auditor is used, Contractor reserves the right to approve such auditor, which approval shall not be

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unreasonably upheld. Additionally, the auditor must execute Contractor's non-disclosure agreement.

2.22 NOTICES: All notices required under this Contract must be in writing and addressed to the party's authorized representative. For Purchasing Entities, the authorized representative is identified in the ordering instrument. Contractor's authorized representative is Contractor's Contract Administrator and address for legal notices identified in the Master Agreement. Mailed notices will be deemed received five (5) business days after post marked, when deposited, properly addressed and prepaid, as certified mail, into the U.S. postal service. Any communication or notice given by personal delivery or express courier is deemed given immediately upon such delivery, provided such delivery is made to the person indicated above.
if given in writing by personal delivery, express courier, or United States Postal

2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the state of Purchasing Entity, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1

Any Claims between Contractor and a Purchasing Entity that arise from or relate to this Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Purchasing Entity resides, or at the Purchasing Entity's option, within such other county as Purchasing Entity is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Purchasing Entity resides. **CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.** Nothing herein shall be construed as a waiver of any Purchasing Entity's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

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- 2.26 SURVIVAL:** The following provisions survive termination or expiration of this contract: Sections 2.8, 2.9.4, 2.17, 2.19, 2.21, 2.24, 2.25, 2.27; and Section 3 of Exhibit C ("TAIL" COVERAGE).
- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Purchasing Entity, except Contractor shall have the right to assign this Master Agreement to any of its subsidiaries with prior written notice to Purchasing Entity. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Contractor shall have the right, with prior written notice to DAS PS, to use those third party subcontractors that Contractor utilizes in its day to day operations, including delivery carriers and customer service.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Purchasing Entity on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of Purchasing Entity to enforce any provision of this Contract is not a waiver by Purchasing Entity of that or any other provision.
- 2.30 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to Purchasing Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at Purchasing Entity's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Master Agreement to irrevocably assign to Purchasing Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's

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obligations to the Contractor in pursuance of this Master Agreement, including, at Purchasing Entity's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts Under This Master Agreement

3.1 Contractor shall include with all Goods delivered all of the following items: To be negotiate at time of contract award.

Section 4 – Signature of Contractor's Duly Authorized Representative

4.1 The undersigned represents:

- (a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Master Agreement and to execute this Master Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Master Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Master Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Master Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Agreed:

Contractor's Name: Office Depot, Inc.

Authorized Signature: 



Printed Name of Authorized Signature: Tim Burgell

Title of Authorized Signature: VP

Date: December 19, 2014

Administrative Contact (also referred to as Contract Administrator – Type or Print):

Jim Chatfield

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Telephone Number of Administrative Contact: (503) 781-2970

Fax Number of Administrative Contact: (503) 781-2970

Email Address of Administrative Contact: jim.chatfield@officedepot.com

Mailing Address of Administrative Contact:

Same as below
Attn: Gerr: Pinvidic

Address for Legal Notices: Office Depot, Inc.
6600 N. Military Trail
Boca Raton, FL 33496
Attn: Tim Burgett, VP

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

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Benny Beckwith

Date: 12/19/14

DAS PS Contract Administrator (Type or Print):

Patricia S. Johnson

Telephone Number: (503) 378-4731

Fax Number: (503) 373-1626

PARTICIPATING ADDENDUM

**STATE OF OREGON on behalf of the
Member states of the
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**

**OFFICE SUPPLIES AND SERVICES Toner, Paper, Recycled-
Content/Green Products and other Miscellaneous Products**

Master Agreement No: PA 5737

Office Depot, Inc.

(hereinafter "Contractor")

And

The State of West Virginia
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the OFFICE SUPPLIES AND SERVICES – Standard Office Supplies Track led by the State of Oregon for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize West Virginia contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use West Virginia contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

A. Changes as noted in WV-96, attached hereto

B. **BACKGROUND CHECK**: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol

complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information

- C. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- D. **Reporting:** All contractors will be required to process monthly usage reports electronically to the Purchasing Division. The monthly reports shall be submitted by the last business day of the month for the previous month's actual sales. Monthly reports are required even if no activity has occurred. The monthly report shall include, but is not limited to, the following Data Elements:
1. Agency Purchase Order Number
 2. Method of payment: purchase order or WV Purchasing Card "P-Card"
 3. Agency Purchase Order date
 4. Model number or Part Number of the Item(s) Procured on the referenced purchase order.
 5. Quantity amount
 6. Purchase Order Unit Cost Amount
 7. Invoice amount
 8. Invoice number
 9. Invoice date
 10. RMA Amount: Return/credit against a previous PO and Invoice
 11. RMA Date
 12. RMA Number
 13. Ship to and Bill to address
 14. Product line

Contractors may submit usage reports electronically to Tara.L.Lyle@wv.gov.

- E. **Contract Number:** The contract number for the Participating State is OFFICE15.

4. **Lease Agreements:** None.

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name	Mick Bell
Address	184 South Edgemont Road Huntington, WV 25701
Telephone	304-781-7766
Fax	
E-mail	Mick.bell@officedepot.com


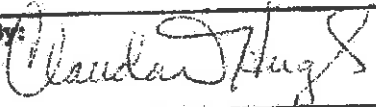
Participating Entity:

Name	Tara Lyle
Address	2019 Washington Street, E., P.O. Box 60130 Charleston, WV 25308
Telephone	304-888-2844
Fax	304-888-4118
E-mail	Tara.L.Lyle@wv.gov

6. **Subcontractors:** None.

7. **Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of West Virginia	Contractor:
By: 	By: 
Name: David Tischer	Name: Claudia Hughes
Title: Director	Title: Vice President
Date: 4/9/15	Date: 1/8/2015

[Additional signatures as required by Participating State]



Check the Box if Participating State/Entity is an existing customer purchasing from the OfficeMax platform

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____
 Signed: [Signature]
 Title: DIRECTOR
 Date: 4/9/15

VENDOR

Company Name: Office Depot, Inc.
 Signed: [Signature]
 Title: Vice President
 Date: 1/8/2015



Exhibit B
Goods and Prices

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The category discounts set forth below apply to both the Standard and Green tracks.

CAT. NUMBER	CATEGORY DESCRIPTION	Vendor Catalog % DISCOUNT OFFERED	Wholesale Catalog (SP Catalog) % DISCOUNT OFFERED
1	Adhesives, Glues, Glue sticks, Adhesive Removers	63%	48%
2	Dictionaries, Thesauruses, Diaries, Tickets, Reference Sets, etc.	48%	33%
3	Archive Boxes, Cardboard Boxes, Storage Containers	61%	50%
4	Award Frames, Displays, Plaques, Certificates	49%	35%
5	Badges, Badge Holders, Lanyards	57%	42%
6	Batteries, Chargers, UPS Power Supplies, Surge Protectors, Extension Cords	54%	45%

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7	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber Bands, Scissors, Shears, Cutters, Trimmers, Hole Punches	72%	46%
8	Binders, Combs, Rings, Spines	54%	43%
9	Book Cases, Book Ends, Book Shelves	51%	37%
10	White Boards, Bulletin Boards, Cork Boards, Easels, Poster Boards, Display Rails	55%	36%
11	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Calendars, Deskpads, Refills, Planners	58%	46%
12	Garbage Can Liners, Shredder bags	74%	47%
13	Carts, Handtrucks	54%	43%

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14	CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Ribbons, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags, Camera Cases	46%	31%
15	Chair Mats, Door Mats, Floor Mats, Anti-fatigue Mats	62%	43%
16	Clocks, Hooks, Lamps (including Desk Lamps and Light Bulbs)	53%	38%
17	Correction Fluid, Correction Tape, Correction Pens	61%	48%
18	Food Service Ware: Cups, Spoons, Forks, Plates, Bowls	55%	44%

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<p>19</p>	<p>Breakroom Cleaners: Dusters, Computer Air Dusters, Wipes, All Purpose Cleaners, Bathroom Cleaners, Disinfectants, Sanitizers, Hand Soaps, Glass Cleaners, Air Fresheners, Dust Pans, Stainless Steel Cleaners, Microfiber Cloths, Kitchen Cleaners, Furniture Cleaners and Other Cleaning Supplies</p>	<p>55%</p>	<p>40%</p>
<p>20</p>	<p>Chalk Erasers, Dry Erase Erasers, Chalk</p>	<p>58%</p>	<p>47%</p>
<p>21</p>	<p>Calculators, Digital Voice Recorders, Typewriters, Cameras, Fans, Heaters, Laminators, Shredders, Pencil Sharpeners, Air Cleaners</p>	<p>49%</p>	<p>37%</p>

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22	First Aid, Hand Lotions, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	50%	38%
23	Headsets, Headset Accessories, Headphones	44%	40%
24	Ink Pads, Refills, Calculator Ink, Stamps, Calculator Spools, Adding Machine Tape, Cash Register Tape, Wide Format Paper Rolls	60%	50%
25	Knives, Cutters, Blades, Scrapers	61%	49%
26	Labels, Label Makers, Label Holders	56%	44%
27	Mailing Tubes, Mailing Tubs, Packaging, Envelopes, Fingertips, Letter Openers, Moistener, Butcher Paper	65%	53%
28	Markers, Highlighters, Felt Pens	63%	48%

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29	Mice, Keyboards, Wristrests, Keyboard Pads, Mousepads, Keyboard Trays, Speakers	53%	40%
30	Paper: Notebooks, Notepads, Pads of Paper, Sticky Notes, Easel Pads, Stationery Paper	73%	58%
31	Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves	62%	47%
32	Paper (Including Copy Paper except for paper in Category 49, Writing Paper, Colored Paper, etc.)	70%	55%
33	Pencils, Pencil Erasers, Mechanical Pencils, Lead Refills, Pens, Pen Refills	68%	61%

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34	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles, Measuring Tapes	62%	47%
35	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcements, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape	66%	55%
36	Signs, Sign Holders, Flyer Holders, Racks, Literature Displays, Name Plates	50%	26%
37	Staplers, Staples, Staple Removers	62%	41%

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38	Storage Cabinets, Filing Cabinets, File Storage Systems, Rails	51%	36%
39	Tape, Tape Dispensers, Embossing Tape, Velcro Products	61%	46%
40	Breakroom Paper Products: Tissue, Paper Towels, Napkins	55%	44%
41	Toner Cartridges, LaserJet HP Brand only including High Yield	45%	37%
42	All Other HP Brand Toner and Ink Cartridges, Fusers, Kits, Drums	42%	31%
43	Toner and Ink Cartridges, Fusers, Kits, Drums, All Other Brands	39%	34%
44	Remanufactured and Biobased Toner and Ink Cartridges	49%	47%

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45	Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches	57%	30%
46	USB Drives, Flash Memory, Zip Disks	34%	10%
47	"School Supplies": Art Paper, Art Supplies, Construction Paper, Crepe Paper, Paint, Games/Learning Tools, Crayons	66%	50%
48	Un-Categorized Spend	40%	27%

Exhibit D



WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) The Oregon Master Agreement, including these WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Solicitation; and
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

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Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

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WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two years. This Master Agreement may be extended beyond the original contract period as set out in section 1.5 of the Oregon Master Agreement at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, except Contractor shall have the right to assign this Master Agreement to any of its subsidiaries without the prior written consent of Lead State. Notwithstanding the foregoing, Contractor shall have the right, without first obtaining the consent of Lead State, to use those third party subcontractors that Contractor utilizes in its day to day operations, including delivery carriers and customer service.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State and Contractor. No retroactive adjustments to prices or rates will be allowed. The procedures for price adjustments are specified in section 1.3 of the Oregon Master Agreement.

7. Cancellation

Provisions for termination of the Oregon Master Agreement are set forth therein. A Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State in accordance with applicable law if Contractor learns that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person,

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except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

The definition of "breach" and remedies for breach are set out in sections 2.18 and 2.19 of the Master Agreement.

11. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge. Notwithstanding the foregoing, additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Contractor reserves the right negotiate modified or additional delivery terms with a Participating Entity in a Participating Addendum.

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b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

d. In the event of conflict between this section and Attachment D 1 28 14, Mandatory Requirements, of the solicitation, Attachment D shall take priority.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Subsections 1.7.7 and 2.13 of the Master Agreement sets out the rights and obligations for delay or default caused by force majeure.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless the State of Oregon as set out in section 2.17 of the Master Agreement. The Contractor shall further defend, indemnify, and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from negligent or intentional act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement, except to the extent due to the negligence or willful misconduct of the indemnified party(s).

b. Indemnification -- Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of Oregon as set out in section 2.17 of the Master Agreement. The Contractor shall further defend, indemnify, and hold harmless WSCA-NASPO, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against third party claims, damages or causes of action including

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reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

The Contractor's obligations under this section shall not extend to any claim, damages or causes of actions relating to or arising from the Indemnified Party's misuse, alteration or other modification of the Product.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$2 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance for a Participating Entity, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating Entity as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as

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those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate may provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Intentionally deleted as not applicable.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Ordering procedures are set out in section 1.2 of the Master Agreement.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- f. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- g. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a

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Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% per annum) on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of three years following termination of this Master Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Unless otherwise required by statute, audits and records inspection shall be limited solely to review of non-confidential and non-proprietary records. Audits shall be performed no more than once per calendar year, and no audits shall occur after the date that is one year following termination or expiration of the Master Agreement. Contractor has the right to dispute the results of any audit. In the event that a third party auditor is used, Contractor reserves the right to approve such auditor, which approval shall not be unreasonably upheld. Additionally, the auditor must execute Contractor's non-disclosure agreement. Audits shall be at the expense of the entity or agency performing the audit.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders, which may be offset by any underpayments or underpayment of fees found as a result of the examination of the Contractor's records, which may be offset by any overpayments.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping, and less any amount payable for a state-imposed administrative fee required by a state Participating

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Addendum in accordance with Subsection 26(b)). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report for WSCA-NASPO is attached hereto as Appendix D-1.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. The Reporting Requirements in section 16 of Attachment D, Mandatory Requirements and Desirable Criteria, are in addition to the reporting required in this section 27.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Section 2.7 of the Master Agreement sets out the provisions for inspection and acceptance.

29. Warranty

Section 2.8 of the Master Agreement sets out the applicable warranties.

30. System Failure or Damage

[RESERVED]

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended

from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

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c. At a minimum, the Contractor agrees to the following:

(1) **Implementation Timeline:** WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, for Contractor to provide a punch-out catalog as further described below. WSCA-NASPO, SciQuest and Contractor may at a later date discuss provision of a hosted catalog by Contractor, and if agreed to by Contractor, Contractor may provide a hosted catalog as further described below. . Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).

(a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data as approved quarterly only if there is price changes to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly if there are price changes to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog however, paper pricing is subject to the RISI Index. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

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(1). If pricing has been approved and falls within a quarter the updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the month following the requested increase (i.e. file received on 1/01/15 would be effective in the eMarket Center on 2/01/15). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing

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Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement and shall not modify the pricing terms as set forth in the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

(February 2014)

Exhibit E

SPECIFICATIONS

1 GENERAL PROVISIONS:

- 1.1 SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for solicitation change during the solicitation process for the Master Agreement, then Contractor shall be required to provide Goods meeting Purchasing Entity's needs with regard to any omitted specification.

- 1.2 ADHERENCE TO THE SPECIFICATIONS:** Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to Purchasing Entity.

2 SPECIFICATIONS:

See Attachment D from Contractor's response to the RFP, beginning on the following page.

All references to "Proposer" or "we" or "our" in the attached Attachment D refer to Contractor under this Master Agreement and any Participating Addenda or Contracts issued pursuant to this Master Agreement.

All references to "You" or "Your" or "Customer" refer to the Participating Entity or Purchasing Entity, as applicable.

PART I: MANDATORY REQUIREMENTS

- 1. Is the Proposer offering products to all WSCA-NASPO Participating States?**

Yes	No
X	

- 2. Is the Proposer offering products only to an individual State or to several States (but not all WSCA-NASPO States)? If a Proposer submits a Proposal for a single State or several States, the Proposer must identify the single State(s) in its proposal:**

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Office Depot|Max is submitting for all WSCA-NASPO Participating States.

Note: If Proposer is only proposing for a specific State, the Proposer must respond to and meet all of the Mandatory Requirements and are strongly encouraged to provide responses to all the applicable Desirable Criteria in Attachment D. If any questions relating to the Mandatory Requirements are missed or there is no response, Proposer may not be considered for an award, some responses must appear on this form as indicated and some responses should appear on separate sheet(s).

DAS PS reserves the right to make multiple awards, or to award in whole or in part, if deemed to be in the best interest of the WSCA-NASPO Participating States.

3. PRODUCT CATEGORY DESCRIPTIONS

There are two tracks, Proposers must propose all items for each category within each track proposed.

1. There is a *Standard Office Supplies Track*, which will consist of a full-line of office supplies including some that meet the minimum environmental specifications for each product category as detailed below).
2. There is a *Green Office Supplies Track*, which will consist only of products that meet the minimum environmental specifications for each category as detailed below.

Proposers may choose to propose for both Track 1: *Standard Office Supplies* and Track 2: *Green Office Supplies* or Proposers may choose to propose only for the track they are most qualified such as Track 1 only or Track 2 only. Proposers must identify the track or tracks they are proposing.

Is Proposer submitting an offer for Track 1: *Standard Office Supplies*?

Yes	No
X	

Is Proposer submitting an offer for Track 2: *Green Office Supplies*?

Yes	No
X	

CATEGORY LISTING BY NUMBER AND DESCRIPTION

The Category list below includes the estimated spend for the year 2013, for the current WSCA-NASPO Participating States, by including the estimated spend by category it is intended to provide Proposers the ability to understand what the potential spend might be by category, the categories below include items that may be considered green. The

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estimated spend is in no way a guarantee and should not be considered an actual total dollar spend for the future.

Category	Description
1	Adhesives, Glues, Glue sticks, Adhesive Removers
2	Dictionaries, Thesauruses, Diaries, Tickets, Reference Sets, etc.
3	Archive Boxes, Cardboard Boxes, Storage Containers
4	Award Frames, Displays, Plaques, Certificates
5	Badges, Badge Holders, Lanyards
6	Batteries, Chargers, UPS Power Supplies, Surge Protectors, Extension Cords
7	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber Bands, Soissors, Shears, Cutters, Trimmers, Hole Punches
8	Binders, Combs, Rings, Spines
9	Book Cases, Book Ends, Book Shelves
10	White Boards, Bulletin Boards, Cork Boards, Basels, Poster Boards, Display Rails
11	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Calendars, Deskpads, Refills, Planners
12	Garbage Can Liners, Shredder bags
13	Carts, Handtrucks
14	CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Ribbons, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags, Camera Cases
15	Chair Mats, Door Mats, Floor Mats, Anti-fatigue Mats
16	Clocks, Hooks, Lamps (including Desk Lamps and Light Bulbs)
17	Correction Fluid, Correction Tape, Correction Pens

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- 18 **Food Service Ware: Cups, Spoons,
 Forks, Plates, Bowls**
- Breakroom Cleaners: Dusters, Computer
 Air Dusters, Wipes, All Purpose
 Cleaners, Bathroom Cleaners,
19 Disinfectants, Sanitizers, Hand Soaps,
 Glass Cleaners, Air Fresheners, Dust
 Pans, Stainless Steel Cleaners,
 Microfiber Cloths, Kitchen Cleaners,
 Furniture Cleaners and Other Cleaning
 Supplies**
- 20 **Chalk Erasers, Dry Erase Erasers, Chalk
 Calculators, Digital Voice Recorders,
21 Typewriters, Cameras, Fans, Heaters,
 Laminators, Shredders, Pencil
 Sharpeners, Air Cleaners**
- 22 **First Aid, Hand Lotions, Hand Sanitizers,
 Pain Relief, Gloves, Safety Supplies
23 Headsets, Headset Accessories,
 Headphones**
- Ink Pads, Refills, Calculator Ink, Stamps,
24 Calculator Spools, Adding Machine
 Tape, Cash Register Tape, Wide Format
 Paper Rolls**
- 25 **Knives, Cutters, Blades, Scrapers
26 Labels, Label Makers, Label Holders**
- Mailing Tubes, Mailing Tubs, Packaging,
27 Envelopes, Fingertips, Letter Openers,
 Moistener, Butcher Paper
28 Markers, Highlighters, Felt Pens
 Mice, Keyboards, Wristrests, Keyboard
29 Pads, Mousepads, Keyboard Trays,
 Speakers**
- Paper: Notebooks, Notepads, Pads of
30 Paper, Sticky Notes, Easel Pads,
 Stationery Paper**
- Office Organizers, Inboxes, Copyholders,
31 Pen and Pencil Holders, Wastebaskets,
 Drawers, Desktop Shelves**
- Paper (including Copy Paper except for
32 paper in category 49, Writing Paper,
 Color Paper, etc.)**
- 33 **Pencils, Pencil Erasers, Mechanical
 Pencils, Lead Refills, Pens, Pen Refills**

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- 34 **Protractors, Rulers, Yardsticks,
Compasses, Engineer Triangles,
Measuring Tapes**
- Report Covers, Files, File Folders,
Pocket Files, Portfolios, Jackets, Inserts,
Folder Frames, Dividers, Wallet Files,
File Guides, Index Cards, Business**
- 35 **Cards, Card Holders, File Indexes, Tabs,
Ledgers, Tab Reinforcements, Tags,
Sheet Protectors, Letters, Numbers,
Fasteners, Fastener Bases, Clipboards,
Flag Tape**
- 36 **Signs, Sign Holders, Flyer Holders,
Racks, Literature Displays, Name Plates**
- 37 **Staplers, Staples, Staple Removers**
- 38 **Storage Cabinets, Filing Cabinets, File
Storage Systems, Rails**
- 39 **Tape, Tape Dispensers, Embossing Tape,
Velcro Products**
- 40 **Breakroom Paper Products: Tissue, Paper
Towels, Napkins**
- 41 **Toner Cartridges, LaserJet HP Brand
only including High Yield (Track 1:
Standard Office Supplies Only)**
- 42 **All Other HP Brand Toner and Ink
Cartridges, Fusers, Kits, Drums (Track 1:
Standard Office Supplies Only)**
- 43 **Toner and Ink Cartridges, Fusers, Kits,
Drums, All Other Brands (Track 1:
Standard Office Supplies Only)**
- 44 **High Yield, Remanufactured and Blo-
based Toner and Ink Cartridges (Track 2:
Green Office Supplies Only)**
- 45 **Transparency Film, Transparency Paper,
Laminating Supplies, Laminating
Pouches**
- 46 **USB Drives, Flash Memory, Zip Disks**
- New 47 **"School Supplies": Art Paper, Art
Supplies, Construction Paper, Crepe
Paper, Paint, Game/Learning Tools,
Crayons**
- 48 **Un-Categorized Spend**
- 49 **Paper Price (Based on RISI) (Including
Recycled-Content Paper)**

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PART 2: MANDATORY MINIMUM REQUIREMENTS

For each requirement in Part 2: Mandatory Minimum Requirements, Proposers are required to provide a detailed response to demonstrate Proposer's ability to meet the requirement. If additional pages are necessary to provide an explanation Proposer will need to make sure that each response is numbered and in the same order below. Also see Attachment D Supplemental (Spread Sheet):

1. Key Persons: Proposer must identify Key Persons who will be responsible for this Master Agreement, including their resumes of background, experience, and expertise related to the Master Agreement and WSCA-NASPO Participating Addendums. Each of Proposer's key personnel working on this Master Agreement must have at least one year of experience in providing services related to an Office Supplies and Services Master Agreement.

Office Depot|Max presents an account management team who is familiar with the details of WSCA-NASPO and the State account. The team has managed agreements in similar roles and with similar responsibilities, and has worked successfully with organizations to streamline their procurement programs, by implementing strategic changes to reduce costs, improve efficiencies, help with sustainability initiatives, provide better visibility and control of their spend.

Jim Chatfield, National Account Manager will continue to lead the WSCA-NASPO and the State account. Jim is the primary point of contact and is responsible for building client relationships and maintaining customer satisfaction. Jim has over 23 years experience with the State and 5 years with WSCA-NASPO, 30 years in total with Office Depot|Max. Jim is continuously backed by a Managing Director and a team of sales professionals. Tony Joordens, National Account Manager for state contracts and business will work with Jim to support and promote the WSCA/NASPO contract with his knowledge on State of Utah in the past RFP and 15 years of experience at Office Depot|Max. These individuals have been extensively trained on Office Depot|Max offerings. Collectively, this team will work together as one to help guide and set WSCA-NASPO and the State's purchasing goals, recommending process improvements, quantifying total savings and helping achieve sustainability and community objectives.

Submit a listing of each person that will be dedicated to account management along with the key executive personnel that will be supporting the WSCA-NASPO Master Agreement(s).

State	Office Depot Max Regional Vice President & Public Sector Specialist	Office Depot Max Managing Director & District Sales Manager
Alabama: AL	Jim Pollman VP Billy Grimmert PSS	Stephanie Sgroi MD Andrew Klingman DSM
Alaska: AK	Tim Burgett VP Paul Martorella PSS	Beth Gray MD Stewart Christenesen DSM
Arizona: AZ	Tim Burgett VP Paul Martorella PSS	Jeff Swiatek MD Daniel Durda DSM
Arkansas: AR	Chris McEntee VP Mark Matranga PSS	Alton Campbell MD Shane Smith DSM
California: CA	Tim Burgett VP Paul Martorella PSS	Joey Eyraud MD Ellen Bezore DSM
Colorado: CO	Tim Burgett VP Paul Martorella PSS	Jeff Swiatek MD Jennifer Heiden DSM

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Connecticut: CT	Claudia Hughes VP Scott Ruhl PSS	Scott Ruhl PSS Drew Tuller DSM
Delaware: DE	Claudia Hughes VP Scott Ruhl PSS	Tony Nucera MD Larry Elliott DSM
Florida: FL	Jim Pollman VP Billy Grimmelt PSS	Terry Sterck MD Morrie Norwood DSM
Georgia: GA	Jim Pollman VP Billy Grimmelt PSS	Stephanie Sgroi MD Charrell McLean DSM
Hawaii: HI	Tim Burgett VP Paul Martorella PSS	Dan Zettle MD Earl Uyohara VBDM
Idaho: ID	Tim Burgett VP Paul Martorella PSS	Beth Gray MD Kyle Brown DSM
Illinois: IL	Chris McEntee VP Mark Matranga PSS	Bob Ramlet MD Elaine Maheras DSM
Indiana: IN	Claudia Hughes VP Scott Ruhl PSS	Kevin Wierenga Jeff Taggart DSM
Iowa: IA	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Ken Bruntz DSM
Kansas: KS	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Jeff Whetstone DSM
Kentucky: KY	Jim Pollman VP Billy Grimmelt PSS	Tim Jackson MD Steve Wilton DSM
Louisiana: LA	Jim Pollman VP Billy Grimmelt PSS	Tim Jackson MD Leo Kearns - DSM
Maine: ME	Claudia Hughes VP Scott Ruhl PSS	Brian Abromovage MD Drew Tuller DSM
Maryland: MD	Jim Pollman VP Billy Grimmelt PSS	Brad Shaw MD Dan Lindner DSM
Massachusetts: MA	Claudia Hughes VP Scott Ruhl PSS	Brian Abromovage MD Drew Tuller DSM
Michigan: MI	Claudia Hughes VP Scott Ruhl PSS	Kevin Wierenga MD Brian Sheehan DSM
Minnesota: MN	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Kaaren Burgwald DSM
Mississippi: MS	Jim Pollman VP Billy Grimmelt PSS	Tim Jackson MD Brad Harris DSM
Missouri: MO	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Todd Hinderliter DSM
Montana: MT	Tim Burgett VP Paul Martorella PSS	Beth Gray MD Kyle Brown DSM
Nebraska: NE	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Ken Bruntz DSM
Nevada: NV	Tim Burgett VP Paul Martorella PSS	Jeff Swiatek MD Dale Redden DSM
New Hampshire: NH	Claudia Hughes VP Scott Ruhl PSS	Brian Abromovage MD Drew Tuller DSM
New Jersey: NJ	Claudia Hughes VP Scott Ruhl PSS	Tony Nucera MD Tom Smith DSM
New Mexico: NM	Tim Burgett VP Paul Martorella PSS	Jeff Swiatek MD Rob Boyer DSM

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New York: NY	Claudia Hughes VP Scott Ruhl PSS	Brian Abromovage MD DSM Drew Tuller
North Carolina: NC	Jim Pollman VP Billy Grimmelt PSS	Stephanie Sgroi MD Charrell McLean DSM
North Dakota: ND	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Kaaren Burgwald DSM
Ohio: OH	Claudia Hughes VP Scott Ruhl PSS	Jeff Frazier MD Bryan Heeb - DSM
Oklahoma: OK	Chris McEntee VP Mark Matranga PSS	Alton Campbell MD Jeff House DSM
Oregon: OR	Tim Burgett VP Paul Martorella PSS	Beth Gray MD Carol Carpenter DSM
Pennsylvania: PA	Claudia Hughes VP Scott Ruhl PSS	Tony Nucera MD Bert Lange VBDM
Rhode Island: RI	Claudia Hughes VP Scott Ruhl PSS	Brian Abromovage MD Brett Bouvier VBDM
South Carolina: SC	Jim Pollman VP Billy Grimmelt PSS	Stephanie Sgroi MD Charrell McClean DSM
South Dakota: SD	Chris McEntee VP Mark Matranga PSS	Chad Lambert MD Ken Bruntz DSM
Tennessee: TN	Jim Pollman VP Billy Grimmelt PSS	Tim Jackson MD Deb Rankin DSM
Texas: TX	Chris McEntee VP Mark Matranga PSS	Mike McDonnel MD Lisa Seelhammer DSM
Utah: UT	Tim Burgett VP Paul Martorella PSS	Jeff Swiatek MD Kyle Brown DSM
Vermont: VT	Claudia Hughes VP Scott Ruhl PSS	Brian Abromovage MD Drew Tuller DSM
Virginia: VA	Jim Pollman VP Billy Grimmelt PSS	MD Brad Shaw Brad Raisor DSM
Washington: WA	Tim Burgett VP Paul Martorella PSS	Beth Gray MD Stewart Christensen DSM
West Virginia: WV	Jim Pollman VP Billy Grimmelt PSS	Jeff Frazier MD Bryan Heeb - DSM
Wisconsin: WI	Chris McEntee VP Mark Matranga PSS	Bob Ramlet MD Elaine Maheras DSM
Wyoming: WY	Tim Burgett VP Paul Martorella PSS	Beth Gray MD Jennifer Heiden DSM

Proposer must provide a toll-free telephone number and a listing of the following personnel, along with their years of industry experience and years of employment with Proposer's organization, who will be supporting the Master Agreement and the WSCA-NASPO within each Participating State:

a. Administration and Management

Office Depot|Max provides a full range of local and national resources to support our customers. At each Office Depot|Max location, local support consists of an Account Manager and specialists for office supplies, paper and toner. These Account Managers and Specialists are WSCA-NASPO and the State's prime resource for in-depth product knowledge. Provided below is each Account Manager for participating states.

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Participating State	Account Managers and Experience
Alaska	Steve Henson: 15 years with Office Depot Max, 20 years in the industry
	Rob Boyer: 15 years with Office Depot Max
Arizona	Kelli Roy: 6 years with Office Depot Max
	Kim Illyes: 3 years with Office Depot Max
	Daniel Durda: 8 years with Office Depot Max
Arkansas	Ashley Parker: 7 years with Office Depot Max
	Alton Campbell: 7 years with Office Depot Max
	Michelle Oliver: 12 years with Office Depot Max
	Shane Smith: 15 years with Office Depot Max
Hawaii	Earl Uyebara: 39 years with Office Depot Max
	Cheryl Cobble: 12 years with Office Depot Max, 29 years in the industry
Idaho	Sashi Tatsumi: 8 years with Office Depot Max
	Linda Davis: 9 years with Office Depot Max
	Duane Nolen: 18 years with Office Depot Max
Missouri	Kenneth Fike: 8 years with Office Depot Max
	Todd Hinderliter: 15 years with Office Depot Max
Montana	Rebecca Mullen: 8 years with Office Depot Max
	Sean McLinn: 5 years with Office Depot Max
Nevada	Karen Anne Tomasello: 34 years with Office Depot Max
	Dawn Herndon: 10 years with Office Depot Max
	Dale Redden: 18 years with Office Depot Max
Oregon	Cathy Schemenauer: 36 years with Office Depot Max
	Rick Mealey: 34 years with Office Depot Max, 36 years in the industry
	Pat Berg: 20 years with Office Depot Max, 25 years in the industry
	Tim Hopson: 28 years with Office Depot Max, 32 years in the industry
	Don Andrews: 18 years with Office Depot Max, 28 years in the industry
	Jason Thorud: 8 years with Office Depot Max
Lee Ann Pyle: 2 years with Office Depot Max	
South Dakota	Caleb Swenson: 3 years with Office Depot Max
Utah	Damon Wilde: 18 years with Office Depot Max
	Erin Alvord: 18 years with Office Depot Max, 20 years in the industry
	Trevor Hirschi: 5 years with Office Depot Max
	Larry Kendall: 20 years with Office Depot Max, 28 years in the industry

b. Sales and Sales Management

Office Depot|Max Account Managers have an unmatched ability to streamline a customer's purchasing program. With over 1,400 highly trained Account Managers and District Sales Managers nationwide, our dedicated teams have the knowledge and know how to evaluate your procurement program and implement efficiency, cost savings and control.

Office Depot|Max Account Managers provide the personal attention you deserve and require. Their main responsibility is geared toward building client relationships by being your dedicated resource and trusted advisor. Account Managers implement and maintain a strategic purchasing

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program that accomplishes category consolidation expense management, and most importantly, lowers your overall procurement costs. You can count on every one of our Account Managers to:

- Understand your office supply, paper and toner product needs.
- Respond promptly to your questions and inquiries.
- Coordinate and conduct on-site requisitioner training.
- Offer recommendations of lower-cost alternate products and Green items.
- Analyze usage to ensure that the highest use items receive the deepest discounts.
- Present continuous process improvement opportunities.
- Pursue streamline opportunities where they exist to meet WSCA-NASPO and the State's goals and objectives.

c. Customer Service Agents

Office Depot|Max employs approximately 1,000 Customer Advocates with the skills, knowledge and expertise to proactively service a broad range of Office Depot|Max customers. Our vision is to offer world-class service, consistently lower our cost of operation, and add value to the relationships with our customers.

Customer Service Numbers: 877.969.OMAX (6629)
National Customer Service Desk: 888.777.4044

This nationwide toll-free number routes to one of our Customer Service Centers located in Peru, Illinois, Ottawa, Illinois and Bristol, Virginia. These Customer Service Support Centers operate from 6:00 am to 9:00 pm (CST) Monday through Friday. Office Depot|Max associates are available for web collaboration from 7:00 am to 7:00 pm (CST).

In order to ensure the highest level of service from Office Depot|Max, every new Customer Advocate receives a minimum of 140 hours of initial training in their first month on the job. We also provide ongoing retraining and continuous education.

If WSCA-NASPO and the State have unique business rules and needs regarding customer service inquiries, we would work with you to determine the type of service your account requires. In some cases, a dedicated team may be assigned to handle the accounts of large, high-profile, complex customers. All Customer Advocates have immediate access to detailed notes about every customer, which assists them in servicing each account efficiently. This means that regardless of the size of the account, all customers receive the same level of exceptional service.

Current WSCA-NASPO Dedicated Support Teams:
Web Assistance: 800.832.8132 x2
Sales Support Account Maintenance: 866.276.9017

Onboarding and Transitioning Customers
Customer Service Numbers: 888.777.4044

This nationwide toll-free number routes to our Customer Service Center that operates from 7:00 am to 8:00 pm (EST).

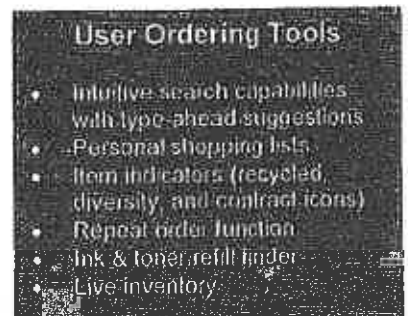
2. Website, Online Catalog and Ordering Capabilities:

As described in the Executive Summary in Attachment C, Office Depot|Max is proposing the use of two online ordering platforms: current customers will continue to use the legacy OfficeMax website and onboarding and/or transitioning customers will be implemented on the Office Depot platform. Office Depot|Max's internet ordering systems have similar features and are high-performance digital commerce vehicles that will make your organization's procurement process an efficient, hassle-free experience. In the following questions, we detail the powerful capabilities of these state of art ecommerce platforms.

2.a. Proposer must describe its web capabilities and provide information about its ordering website.

Current Office Depot|Max customers will continue to use officemaxworkplace.com as your ordering website. This digital ordering platform is designed to be similar to a consumer website so that users can easily place orders with minimal training required. Our website connects with our account databases and integrates customer recognition software which allows for end user customization, order history, and reporting. We also support complex business requirements that allow your organization complete control over procurement process. WSCA-NASPO and the State can establish custom business rules and parameters, including:

- **User Activation.** You decide who gets access to internet ordering with a unique login identity.
- **Customized Rights and Controls.** You can assign specific rights and restrictions to users and/or workgroups, which may vary among different branches of your organization.
- **Oversight Capabilities.** You can monitor purchasing activity within your organization.
- **Shared Shopping Lists.** Your organization can create and save shopping lists of specific items and give access to certain users or workgroups to utilize.
- **Contracted Items.** End users will be able to see contracted items marked with a contract indicator—a "c" in an orange box.



Your organization can also shape the purchasing process by using any combination of these checks and balances, applied to individual users or groups:

- **Order Approval.** Stipulate users that require order approvals, configured as all-or-none approvals and approval by exception (i.e., if an order contains a restricted item).
- **Item Restrictions.** Identify certain merchandise categories or a custom list of items as "not company preferred," "routes for approval," or "not purchasable" to guide user ordering behavior.
- **Dollar Limits.** Establish a minimum and/or maximum dollar limit for orders.
- **Prices.** Display list prices, your special prices, or no prices at all.
- **Credit Cards.** Set up any number of cards, assign aliases, and determine who can use each card.

Onboarding and transitioning customers will be implemented to business.officedepot.com as their ordering site. This robust and award winning website has been recognized as one of the Top 5 Websites on the net for its features, user friendliness, and high volume of activity. The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses and lower the overall cost of managing the office products commodities. Our contract customer web site offers the following advantages:

Excellent Management Tools:

- **Online Reporting** – 12 months of downloadable and exportable order history (cost center, ship-to, user, item SKU, etc.) readily available
- **Green Spend Reporting:** Self-serve green spend dashboards to show the environmental aspects of your purchasing
- **Bulletin Board** – Communicate program information to end users and post your logo
- **Billing Information** – POD verification, reprints of invoices or packing slips
- **Set Spending Limits** – Create hierarchy restrictions, approvals, workflow process levels
- **Restrict Items** - At the user level by department, class, item and/or dollar amounts
- **Email Approval Release** –Online email approval release (HTML)
- **Price Verification** – View contract prices on all items

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- Real-time credit card authorization
- Administrator User – Approved management 'super users' have the ability to change personal profiles, ship-to's, restrictions, approvals, etc.
- Create Profiles – Define parameters/capabilities for each user as well as all their information
- Group Login Identities – Optional single login for cost centers, locations, departments, etc
- GPS Order Status – Know exactly where your packages are from the time you 'click' your order to when the packages arrive at your desk, including electronic signature capture
- Best Value Items – Best value items are identified and float to the top of all searches
- Four Accounting Fields – Easily customize and identify cost centers and billing/orders information

Easy to Use:

- Shopping Lists – Create organization-wide 'best value' lists and Personal Items lists
- Real Time Inventory – Make intelligent choices based on real product shipping location inventory
- Online Backorder – Access to backorder information provides alternative ordering options
- Online Returns – Simple and fast method available for item pickup and credit
- Order Reminders – Schedule reoccurring or one time reminders
- Future Orders – Flexible delivery dates, or build your shopping cart for later orders
- Advanced Search – Narrow your results by product, category, description, use, price, size, etc
- Toner/Ink Find – Fast method to search by manufacturer, make, and model for those supplies that fit your machine
- Compare Items – Side by side comparisons, describing function, and capabilities
- Green Select Cart: Online recommendations engine to 'nudge' end users to put greener items in their cart
- GreenerOffice website: dedicated website for environmentally preferable purchasing
- Order Notification – Detailed user information on your approved orders
- Live Online Chat – Instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality
- Print on Demand – Download your customized jobs directly on the same site and have them delivered with your supplies
- Promotional Items – Put your logo/brand or special event information on just about anything
- Custom Stationery Online – Download and create your own stationery, or pull from your private warehoused items we have already created

2.b. Proposer must provide a URL with ordering capability. Failure to do so may result in the rejection of the Proposal.

As a current customer, WSCA-NASPO and the State have access to view www.officemaxworkplace.com. Onboarding and transitioning customers will be implemented to www.business.officedepot.com.

If WSCA-NASPO and the State are interested in a demonstration site of the Office Depot internet ordering site, the following provides access: Demo login: bid production, Password: production

2.c. Proposer must provide an online catalog with help function, order tracking, and related prompts that open automatically to an item's description, part number, contract price and photo.

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Yes. The Office Depot|Max online ordering sites provide all of the requested information. Users will be able to automatically view a product's description, part number, contract price, and photo.

For current customers, www.officemaxworkplace.com provides online customer service support which enables real-time, online interaction with Customer Service through instant messaging, live log-on assistance, and call-back requests. Office Depot|Max associates are available for web collaboration from 7:00 am to 7:00 pm (CST).

The site also allows users to view order status and delivery information online. By clicking the "track your order" button under order history, end-users can view a successfully placed order waiting to be processed. Once the order is processed, it will appear on the order status page as shipped, or in transit. In this stage, you will be able to see all order details including items that have been shipped separately, backordered, substituted or canceled.

After the order is delivered, our general delivery information page displays details such as total packages, packages delivered, packages not delivered, and packages delivered by an alternate carrier. For packages delivered by an Office Depot|Max driver, you will be able to see "signed by" information, package ID and the actual delivery date. In addition, alternate carrier information will be displayed and if applicable, a tracking number will be provided for use on the carrier's website.

Onboarding and transitioning customers will have access to the following through business.officedepot.com:

- **Live Online Chat:** This function allows end-users to instant message Customer Service for any questions they may have on a product recommendation, order status, or online web functionality.
- **Order Tracking:** This feature allows end-users to check the status of orders that have been created and/or submitted to Office Depot|Max. Users are able to view the details of all orders placed online. You can also retrieve and modify an order if it has not yet been filled and is still in the "Held by Customer", "Held for Review", "Held for Restrictions", or "Waiting To Fill" status. The MobileCast tracking system also captures electronic signatures which are posted on-line as proof of delivery.

2.d. The online catalog must include information about all of the products that the Contractor has been awarded, but no more. Contractors awarded a Master Agreement for Track 1: *Standard Office Supplies* must provide an online catalog for these items. Contractors awarded a Master Agreement for Track 2: *Green Office Supplies* must provide an online catalog *only for those items that meet the environmental specifications for this Master Agreement*. Contractors that are awarded Master Agreements for both Track 1 and Track 2 must provide a single online catalog listing products in each category. Whether on Track 1 or Track 2, all Contractors' online catalogs must include labels identifying products that meet the environmental specifications for this Master Agreement. Both tracks must include the current contract price for all qualifying items.

Office Depot|Max understands and will comply. Providing a robust, accurate, and effective digital assortment of products has become very important to our customers; Office Depot|Max has developed sophisticated tools and databases to do just that. Within our electronic ordering system, Office Depot|Max can load a customer's custom lists and catalogs specifically designed for ordering Standard Office Supplies and Green Office Supplies. These can be tailored to meet each entities needs, are identified with icons and detailed information on environmental aspects.

2.e. Online ordering capability must be available to all authorized users within 60 days of the execution of the Master Agreement(s).

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Office Depot|Max has implemented large accounts as quickly as 30 days. Upon further discussions with your Office Depot|Max Implementation Project Manager, we can provide a more detailed implementation timeline.

2.f. Online orders placed by 4:00 pm must qualify for delivery within 2 business days for the WSCA-NASPO entity who signs a Participating Addendum.

At Office Depot|Max, our standard lead-time is next-day delivery. Orders of in-stock product received by 5:00 pm, local time via phone/online or by 3:00 pm local time by fax will be delivered the next business day within our local delivery areas.

2.g. Customer service agents and technical support staff must be available to handle all orders and mitigate all order-related technical issues from 8:00 am to 5:00 pm across the nation per the Participating State's own time zone for each WSCA-NASPO entity that has a Participating Addendum. In addition, this can be negotiated by each Participating State.

Office Depot|Max's vision is to offer world-class service, consistently lower our cost of operation, and add value to the relationships with our customers. Calls are answered in an average of 15 seconds and our Customer Service team is available from 6:00 am to 9:00 pm (CST) Monday through Friday and is ready to assist with:

- Account structure questions
- Order and special order placement
- Product or price inquiries
- Order tracking and signature confirmation
- Processing return requests
- Any other questions that may arise

Customer service is a key component of our reputation to deliver world-class service to WSCA-NASPO and the State. Office Depot|Max is proud to have received the 2014 Gold Stevie Award for Innovation in Customer Service. Helping our customers is the backbone of our business, and we strive to exceed your expectations.

2.h. The Proposer's online ordering system must provide each WSCA-NASPO entity that has a Participating Addendum the ability to create specific online order platforms at the agency level (i.e., ordering platforms that allow for agency-specific items to be blocked).

Office Depot|Max has the ability to give WSCA-NASPO and the State complete control over the procurement process by restricting specific items or item categories based on what you want users to order.

For current customers using officemaxworkplace.com, restricted items will return on a search, but will be marked with an icon indicating that the item is "not company preferred," "routes for approval," or is "not purchasable." The different icons refer to the levels of enforcement for restricted items: no enforcement, approval required, or users will be unable to place an order for these items. This functionality has proven to be an effective way to minimize spend and gain program compliance through end-user awareness.

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RESTRICTED	Your company has asked us to restrict this product from being purchased.
ROUTES FOR APPROVAL	You may submit an order for this item, but your company has instructed that it be routed for further approval.
NOT COMPANY PREFERRED	You may submit an order for this item, but it is not a preferred contract item and your company has instructed that it be routed for further approval.

For onboarding and transitioning customers, business.officedepot.com can be customized to restrict products from being ordered on an account-wide or agency level basis by employing one or all of the following restrictions:

- Limit on-line view to approved contract items (Cost Containment Option)
- Block Broad-based Dept. (i.e. Business Machines)
- Block Narrow Classes (i.e. Laser Printers, Inkjet Printers, Printing Calculators)
- Block Specific Items (i.e. HP LaserJet 8100 #747-474)
- Set Item limitation (i.e. Item Not to Exceed \$150)
- Set Line Item Limitation (i.e. Line Item Not to Exceed \$500)
- Set Order Value Limitation (i.e. Order Not to Exceed \$1000)

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

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

2.i. The Proposer's online ordering system must identify the environmental certifications (e.g., ENERGY STAR, Forest Stewardship Council (FSC), Green Seal, UL/EcoLogo, US EPA's Design for Environment (DfE) Recognition, etc.), amount of total and post-consumer recycled content, and/or other environmental attributes of the products consistent with the environmental specifications for this Master Agreement). Whenever available, the Proposer's ordering system must provide a link to the certification document verifying the environmental attribute(s) of the product.

For current customers using officemaxworkplace.com, Office Depot/Max has created an easy-to-use environmentally preferable products (EPP) index in our catalog. In addition to marking every EPP in our catalog with the "e-vine" logo, we identify what attribute is considered environmentally preferable.

Listed below are product designations we make throughout our catalog:



Environmentally Preferable Product Icon

Highlights environmentally preferable products. "Environmentally Preferable" means products or services with at least one attribute that the supplier has determined to have a lesser or reduced effect human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.



Recycled Icon

Denotes products with post-consumer content. The number provided next to this icon indicates the percentage of post-consumer content.

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Energy Star Icon

Indicates Energy Star-qualified products. Energy Star is an EPA program with energy efficient requirements for products and services.



CPG (Comprehensive Procurement Guidelines) Icon

Indicates products that meet or exceed the EPA's guidelines for recycled-content office products.



FSC Chain of Custody Certified Icon

Indicates paper supporting responsible forest management and independently verified to FSC standards; this product is a certified product.



Sustainable Forestry Initiative Icon

Indicates that the paper mill producing this product has SFI Certified Sourcing certification, but the product is not a certified product.



Sustainable Forestry Initiative Chain of Custody Certified Icon

Indicates that the paper is manufactured in a paper mill that has systems for the production of SFI Chain of Custody Certified product; this product is a certified product.

For onboarding and transitioning customers, business.officedepot.com identifies the environmental certifications for a product as well as the amount of total and post-consumer recycled content, and/or other environmental attributes of the product. These are described in both the Description and Product Detail tabs on the SKU page.

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VISA: X
 Master Card: X
 Other Credit Cards: X (Discover, American Express)
 Direct Deposit (e.g., ACH) X Electronic Funds Transfer (EFT) and Automated
 Clearing House (ACH)
 Purchase Orders: X
 Retail Connect Card: X
 Cash (for walk-in orders) X
 Other: _____

2.1. Credit card information/numbers cannot be stored within the online ordering system.
 Does Proposer have online security measures that provide such protection?

Yes	No
X	

3. Detailed Ordering Methods

3.1. Proposer must provide a detailed description of the various methods by which a Purchasing Entity can access product information and pricing to ensure the category discounts are applied to the contracted items.

Office Depot|Max reporting is generated from our main invoice record database. Reporting is a key tool for our customers to manage their purchases, and we work with you to make sure you get the information you need.

- **Usage Reports.** Usage Reports are available on a monthly, quarterly, or annual basis and provide information on WSCA-NASPO and the State's purchases, total expenditures, contract prices, and item status. There are numerous ways to categorize information according to your preferences.
- **Customer Insight ReportsSM (CIR).** CIRs help customers drive program compliance by capturing purchasing data all the way down to the ordering activity of specific requisitioners. Benchmarking analysis is also available to show WSCA-NASPO and the State's how your office product purchasing compares to companies of similar size within the same industry.
- **Quality Reviews.** Quality Reviews highlight critical performance measurements such as fill rate, backorders, and order size. WSCA-NASPO and the State are able to monitor Office Depot|Max's performance, as well as ensure end-user compliance.
- **Partnership Opportunity Reviews.** Partnership Opportunity Reviews are typically presented to our customers on a quarterly basis and survey the results of the above reports to evaluate the effectiveness of the program in place. These reports set the stage for true quality improvements in our partnership.
- **Category Discounts.** Custom links for each State for end-users to seamlessly access their State's pricing and the associated discounts by categories.

3.2. Describe Proposer's overall internet online ordering capabilities. At a minimum, describe how Proposer's website can provide the following:

a. Adhoc reports

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Office Depot|Max provides online access to Usage Reporting, which includes sales from all ordering channels (web, phone, fax, EDI). We have developed a site that is customized for each customer. Ad hoc reports can be created and viewed online, and then exported to an Excel spreadsheet or tab delimited format. Customers can create reports on demand, from data that is updated daily.

Onboarding and transitioning customers will have access to our Online Smart-Dashboard through business.officedepot.com. This is a highly innovating self-service tool that offers the following:

- Real-Time Access To Important Account Information
- Displays Year To Date and Monthly Spend Analysis by Ship-To, Cost Center, and User
- Identifies Opportunities to Utilize Additional Office Depot Services that can Result in Cost Savings
- Real-Time Video Overview of Account Activity and Data Export Capability

The above shows WSCA-NASPO and the State's spending patterns with at-a-glance charts and graphs. This identifies your savings and office supply benchmarks and provides insights to online user activity.

b. Tiered approval and tracking

There are three areas of systemic control in the Office Depot|Max internet ordering system:

- Who can order
- What products can be ordered
- Order dollar amount

Through these three major areas of control, Office Depot|Max can help you structure your buying to achieve your goals. We can keep controls on a whole merchandise class or by individual items.

We also have a customer information system that prompts our Customer Advocates with information about your account, including specific instructions such as order approvals and item restrictions. Using this function, the following options can be set up at any level of your organization, based on your individual business needs:

- End-users can be notified via e-mail that they have exceeded their limit or that they have ordered a restricted item, however, the system will still place the order.
- Orders can be routed to a State-assigned administrator for approval.
- Our system can completely deny the order until it has been changed to meet its designated limit or until the restricted item has been removed.

Onboarding and transitioning customers will have access to the business.officedepot.com website, which allows for multi-tiered approval of orders, including the ability to route an order to up to 11 total levels. This feature allows pre-approved Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

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

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

c. Account order history that is:

- (i) Sortable
- (ii) Searchable
- (iii) Downloadable
- (iv) By time line

Office Depot|Max provides online access to Usage Reporting, which includes sales from all ordering channels (web, phone, fax, EDI). We have developed a site that is customized for each customer. Online reporting features include:

- 24 months of usage available on the [officemaxworkplace](http://officemaxworkplace.com) site and 12 months available on business.officedepot.com
- Supports a number of filters and reporting options
- Uses the same easy-to-navigate interface as our regular e-commerce site
- Report selections can be "saved" for re-use next month
- Report layout is clean and easy to read
- Top 200 items by quantity shipped, top 200 items by total shipped
- Combined paper & toner Usage Reports

d. Tracking of orders/status information

Through officemaxworkplace.com, our customers have the ability to view order status and delivery information online. By clicking the "track your order" button under order history, end-users can view a successfully placed order waiting to be processed. Once the order is processed, it will appear on the order status page as shipped, or in transit. In this stage, you will be able to see all order details including items that have been shipped separately, backordered, substituted or canceled.

After the order is delivered, our general delivery information page displays details such as total packages, packages delivered, packages not delivered, and packages delivered by an alternate carrier. For packages delivered by an Office Depot|Max driver, you will be able to see "signed by" information, package ID and the actual delivery date. In addition, alternate carrier information will be displayed and if applicable, a tracking number will be provided for use on the carrier's website.

Customers without Internet access can call the Office Depot|Max toll-free Customer Service number at 877.969.6629. Our integrated systems and PIN technology provide our associates with the tools to quickly determine each end-user's order history at any given time.

The "Order Tracking" feature on the business.officedepot.com website allows onboarding and transitioning customers to check the status of orders that have been created and/or submitted to Office Depot|Max. With this feature, you will be able to view the details of all of your Internet orders. You can also retrieve and modify an order if it has not yet been filled and is still in the "Held by Customer", "Held for Review", "Held for Restrictions", or "Waiting To Fill" status. Additionally, Office Depot|Max's MobileCast tracking system captures electronic signatures that are posted on-line as proof of delivery.

e. Ability to view/print usage

As noted previously, Office Depot|Max will provide WSCA-NASPO and the State with online access to Usage Reports, which are periodic auditing/analysis reports that give our customers exact information on their purchases, total expenditures, unit costs and item status. These reports may be categorized by location (consignee), department (cost center) or consolidated. The consolidated reports will reflect total purchases for State for a specified period of time.

All of the Usage Reports are available on a monthly, quarterly or annual basis. To satisfy standard auditing requirements, each report includes data for both the current and year-to-date

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periods. Information is presented in a variety of formats, including descending and ascending dollar volume, order frequency, merchandise class and vendor. Reporting is available in paper or electronic format (Excel, Lotus or other data format), or both.

Standard Usage Report information includes:

Reporting Frequency	Reporting Sequence	Sorting Sequence
Monthly	Product Number	Consignee
Quarterly	Product Description	Coat Center
Semi-Annually	Manufacturer	Merchandise Prefix Code
Annually	Customer-Specific Product Code Number	Manufacturer
This Month Only		Minority Vendor

In addition to our standard reports, we can create reports that are specific to your needs. Simply let us know what your requirements are and we can create a custom report specifically for you.

f. Printed invoices/statements

Office Depot|Max provides access for users to download invoicing and credit history online through our website. Additionally, we have developed several electronic methods for delivering billing information to our customers. Electronic files can be sent directly over the internet, via EDI or XML, or transferred to a tape or disk and delivered on a regularly scheduled basis.

We maintain a programming staff dedicated to meeting the unique file requirements of our customers. We have the ability to create mainframe programs that produce billing files in customer-specified formats and we have the capability to integrate with the major financial systems in the marketplace today. Office Depot|Max is dedicated to providing clear, easily accessible financial data to help our customers seamlessly manage their accounting records.

Onboarding and transitioning customers will have access to Bill Management through business.officedepot.com. This is an online self-service system that puts all your billing information and time-saving account management tools right at your fingertips. Our advanced search capability allows you to sort your invoices in a variety of ways.

- Quickly access your Account Summary and Detailed Billing Information to determine what is paid and what is outstanding
- Search for Invoices by date, Due Date, Purchase Order or Invoice Number, Ship To location or transaction type
- Drill down into Invoice Activities, including Payments, Credits and Adjustments
- View, Print or Export your invoices, using a variety of formats, such as Excel, PDF, CSV, etc

Additional features include:

- Pay your Invoices online using a credit card
- Pay one or Multiple Invoices at a time in one simple transaction
- You can Dispute an invoice online and receive a tracking number to follow its progress
- A Dedicated Team will work to resolve your issue efficiently and effectively

g. Access to customer service

Office Depot|Max provides online help in a number of ways. Our experience has been that many different types of support are needed, because of the wide variety of questions that arise.

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Our internet ordering platform is designed to be easy-to-use. In an effort to minimize the need for help, buttons are clearly labeled, and available options are always listed on the left of the screen. We provide our customers with a "frequently asked questions" (FAQs) section should additional help be needed. In the event you would like step-by-step instructions on how to place an order, our Service Center can direct you to our Online Assistant. The Assistant provides specific screen instructions that can guide you through any ordering phase.

We also have online Customer Service support which enables real-time, online interaction with Customer Service through instant messaging, live log-on assistance, and call-back requests. Office Depot|Max associates are available for web collaboration from 7:00 am to 7:00 pm CST).

To speak to a member of our Technical Service Team please call 800.817.8132. Assistance is available Monday thru Friday from 7:00 am to 9:30 pm (CST). We also have online Customer Service support which enables real-time, online interaction with Customer Service through instant messaging, live log-on assistance, and call-back requests. Office Depot|Max associates are available for web collaboration from 7:00 am to 7:00 pm (CST).

Onboarding and transitioning customers can call 866.777.4044. This nationwide toll-free number routes to our Customer Service Center that operates from 7:00 am to 8:00 pm (EST).

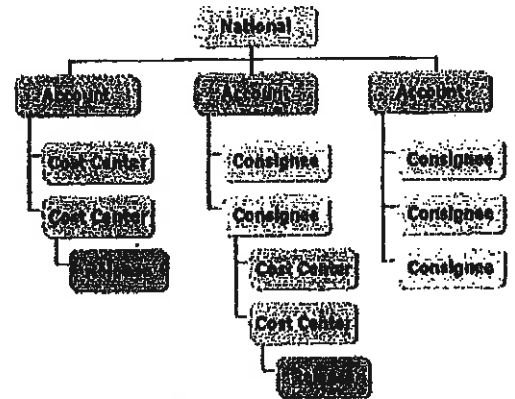
h. Dollar restrictions per order

Office Depot|Max has the ability to support our customers' approval requirements. Each user can be assigned to a restriction group and assigned a maximum dollar amount per order with a rule that all orders that exceed the maximum dollar amount must be routed for approval. We have an infinite hierarchy of approval levels built into our site, and these approval levels include dollar limits pre-set by you. We will work with your organization to ensure appropriate maximum dollar limits are set for each level of your organization.

i. Ability to maintain multiple ship-to locations for orders and billing

Office Depot|Max has a flexible account structure that we customize to match the unique requirements of each of our customers. By matching our system to WSCA-NASPO and the State's organization, Office Depot|Max can provide detailed billing and reporting data organized to suit your needs. Our customer account structure may have any or all of the following elements:

- **National Account**
A national account helps link regular accounts together. They can link to more than one main account number and give conformity across all accounts locations. They also provide national reporting capabilities and can consolidate all accounts and locations into one report.
- **Account**
A main account is the parent account. It is typically the company's corporate HQ or equivalent. If no consignees are attached, the main account information can be used for both shipping and billing. This is a unique 7-digit number with a lead zero and can stand alone. Example: 0468576. Every customer has a main account.
- **Consignee**
A consignee is an account's shipping locations (must be physical ship-to locations). A legal relationship should exist between the consignee and the main account. Since a consignee cannot be renamed, Account Managers should work with the customer to determine the consignee names.



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A consignee is up to six characters long and can be a combination of letters and numbers. Example: MAIN, HQ, WEST15. An unlimited number can be attached to an account, but once one is created, the main account can no longer stand alone. A consignee can bill to: the account itself or another consignee (set up to get the invoice).

• Cost Centers

A cost center is a department within a ship-to location (consignee). Cost centers must be customer defined; typical cost centers include department names or financial codes. A cost center is up to 24 characters in length and can be fixed or free format in nature. Examples: ACCOUNTING, 9878926-189, FLOOR 5.

• Release

A release provides additional information beyond the cost center. It can be a requisitioner's name or a requisition number.

For onboarding and transitioning customers ordering through business.officedepot.com, a "drop-down" menu option can be installed that lists department codes and/or cost centers for users to select for each item ordered. These codes/cost centers will be tied to specific ship-to locations and billing requirements. We will work directly with each State to ensure this is setup during the implementation process.

j. Acknowledgement after an order has been processed; please describe available formats

Office Depot|Max offers our customers an automated e-mail or fax order confirmation. This proactive notification reports back to the end-user all pertinent information concerning the order just placed, including out-of-stock conditions and backorders.

Office Depot|Max strives to save our customers' time, money and aggravation related to following up on order information. Our goal with proactive order notifications is to reduce the amount of time and effort our customers spend contacting us with questions about their orders. Our order messages prevent surprises and make it easy for you to do business with Office Depot|Max. This makes the overall customer experience clear, efficient and satisfying.

k. Set up favorites lists

WSCA-NASPO and the State have the ability to create customized shopping lists of items for your organization. In the Manage Shopping Lists screen, users have the option to create new shopping lists or edit existing shopping lists in real-time. Administrators and authorized super-users will have the option to generate shared shopping lists that can be viewed by the whole account or designated consignees (ship to locations). Only administrators or super-users have the ability to manage and change shared shopping lists.

End-users can create their own personal shopping lists, which offer a fast and simple way to prepare an order. When they place an order, they simply pull up their shopping list, insert the quantities desired, and place the order. Shopping lists display as many as 100 items per screen, and can be categorized however you like, for the utmost in ease-of-use.

l. Ability to set up blocked list

As described earlier, Office Depot|Max can restrict specific items or item categories based on what WSCA-NASPO and the State wants users to order. Restricted items will return on a search, but will be marked with an icon indicating that the item is "not company preferred," "routes for approval," or is "not purchasable." The different icons refer to the levels of enforcement for restricted items: no enforcement, approval required, or users will be unable to place an order for

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these items. This functionality has proven to be an effective way to minimize spend and gain program compliance through end-user awareness.

Onboarding and transitioning customers that place orders on business.officedepot.com for product that is restricted, will receive a "restricted item" message instructing them to contact Purchasing to order that item. If a user attempts to exceed the pre-set dollar limit (by line item or order value), they will receive a message informing them that the order exceeds the pre-authorized account limits. Note: Restricted items are clearly indicated with a special icon next to the description.

Alternatively, WSCA-NASPO and the State can elect to allow users to create orders which contain restricted items or exceed their personal spending limits... such orders will be forwarded to a designated Super-User/manager with the authority to override all restrictions.

- m. Clear and accurate identification of all products that meet the Master Agreement's environmental specifications; please describe how your firm will accomplish this, including Proposer's ability to provide details about the environmental attributes of each products (e.g., environmental certifications such as ENERGY STAR, Green Seal, and Forest Stewardship Council, total and post-consumer recycled content, etc.).

As noted earlier, our online ordering system has specific product designations for Energy Star, CPG, FSC Chain of Custody, SFI, and SFI Chain of Custody.

Environmentally Preferable Product Icon



Highlights environmentally preferable products. "Environmentally Preferable" means products or services with at least one attribute that the supplier has determined to have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Recycled Icon



Denotes products with post-consumer content. The number provided next to this icon indicates the percentage of post-consumer content.

Energy Star Icon



Indicates Energy Star-qualified products. Energy Star is an EPA program with energy efficient requirements for products and services.

CPG (Comprehensive Procurement Guidelines) Icon



Indicates products that meet or exceed the EPA's guidelines for recycled-content office products.

FSC Chain of Custody Certified Icon



Indicates paper supporting responsible forest management and independently verified to FSC standards; this product is a certified product.

Sustainable Forestry Initiative Icon



Indicates that the paper mill producing this product has SFI Certified Sourcing certification, but the product is not a certified product.

Sustainable Forestry Initiative Chain of Custody Certified Icon



Indicates that the paper is manufactured in a paper mill that has systems for the production of SFI Chain of Custody Certified product; this product is a certified product.

- n. Ability to recommend an equivalent green product (meeting the specifications on Track 2) when a standard office supply product is ordered.

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Office Depot|Max will setup your account to recommend green products using our built-in system tools. During the implementation phase, we can discuss these tools further and how to best address recommending green products online.

- o. Ability to view a product's Material Safety Data Sheet and environmental certification document, when available.**

Office Depot|Max provides Material Safety Data Sheets for a large portion of our online catalog. Office Depot|Max customer's can easily download manufacturer product information on demand to review detailed specifications that include product construction, properties, features, hazards, shelf life, warranties, and application ideas. For those items that are not available on our website, current customers can look up additional information by using www.officemax.MSDSS.com or by calling 1.800.704.9216. For onboarding and transitioning customers, MSDS can be downloaded www.business.officedepot.com or by calling 800.451.8346 for requests of four (4) products or less. For requests of 5 products or more, fax request to 619.677.0270.

- p. Ability to run usage reports of Green Office Supplies (meeting the environmental specifications in this Master Agreement)**

To help you manage your buying more efficiently, Office Depot|Max can produce automated Usage Reports to track your environmentally preferable purchases. These reports breakdown all recycled purchases during a specified time period and detail the percent of recycled and post-consumer content in each product.

- Recycled Purchases
- Detailed recycled and post-consumer content
- Detail on green certifications per item
- Track 1 comparison report to available items on Track 2

These reports may be categorized by location (consignee), department (cost center), and consolidated. All Usage Reports are available on a monthly, quarterly, or annual basis.

» See attached Office Depot|Max Sample Environmental Reports.

3.3. Toll-Free Telephone Number

Proposer must establish and maintain a toll-free telephone number as well as an internet-based ordering system for order placement, order inquiry, price and availability inquiries. Proposer must agree to establish a wait time to place order of less than three (3) minutes.

With over 50 years of experience continually driving improved ordering processes, Office Depot|Max has developed several ordering tools for our customers. We offer significant order entry flexibility and automation. The options available to you are discussed below.

- **Phone, Fax, E-mail**
Office Depot|Max provides nationwide toll-free service for both phone and fax orders. Our Customer Advocates are empowered professionals who have complete product knowledge and a drive for providing exceptional service. Office Depot|Max Customer Service has been recognized several times by the Service Quality Measurement (SQM) Group Inc. for providing World-Class Customer Satisfaction. The average amount of time a customer waits before the call is answered by a Customer Advocate is less than 15 seconds. This is a common call center measurement used to indicate responsiveness to inbound calls.

Current Customers

Phone: 877.969.6629 | Fax: 877.969.1629 | E-mail: customersupport@officemax.com

Onboarding and Transition Customers
Phone: 888.777.4044

- **Internet Ordering**
The Office Depot|Max internet ordering system stands out in the industry for how easily it can be configured to meet workflow requirements. Our internet ordering system offers a full online catalog, as well as ordering tools such as shopping lists and an Ink & Toner Refill Finder. The website is secure and encrypted from the time of login to the time of exit for any Office Depot|Max customer who orders via the internet.
- **E-Procurement Integration**
Office Depot|Max processes well over 100,000 orders per week via third party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third party e-procurement market, including PeopleSoft, Oracle, SAP, and more.
- **Retail Stores**
Our Retail Connect program provides customers with the convenience of shopping at 1,900 retail stores nationwide. This will guarantee that you will always receive your contract pricing at our retail locations right at the register at the point of sale.

3.4 WSCA-NASPO eMarket Center

Proposer agrees, by submission of a Proposal, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent of or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Refer to Attachment B, Exhibit D, Section 36, WSCA-NASPO Master Agreement Terms and Conditions for the prescribed requirements.

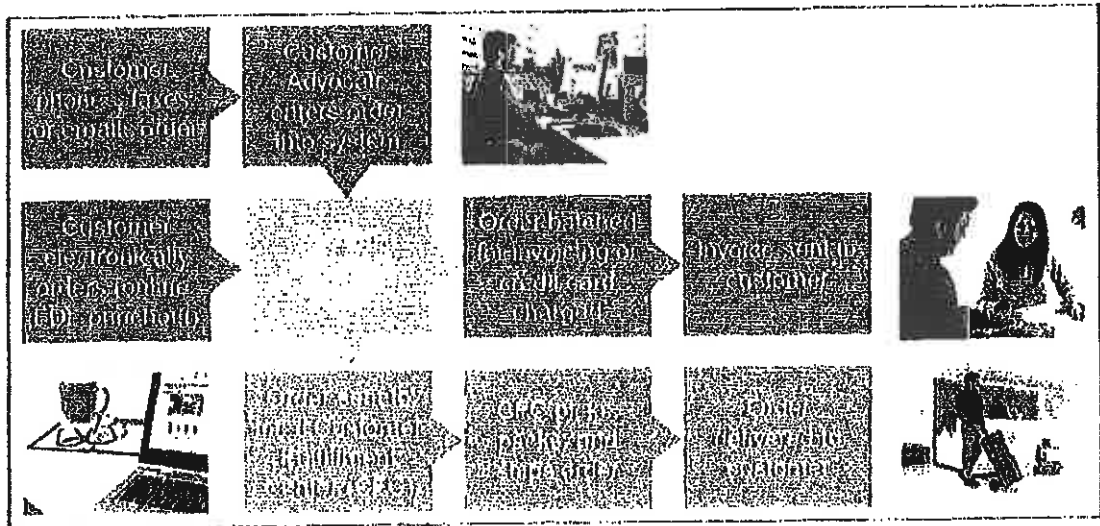
Office Depot|Max currently supports the WSCA-NASPO eMarket Center with all existing in WSCA-NASPO and the State of Montana and is implementing Nevada and Utah. Office Depot|Max rolled out Montana in 30 days and worked directly with SciQuest to help with inception of this program. We understand the value of this program and will continue to work with all States to seamlessly rollout this program. We agree to the requirements and timelines in Attachment B, Exhibit D, Section 36.

4. Off-Line Ordering Process (Manual)

Proposer must describe how it is able to process off-line orders if required by Purchasing Entity, and provide same reporting information as item 3.2

Office Depot|Max provides our customers with several ordering methods to help simplify the procurement process. In addition to our online capabilities, we offer nationwide toll-free service for both phone and fax orders. Our Customer Advocates are empowered professionals who have complete product knowledge and a drive for providing exceptional service.

All orders, regardless of the order channel, are processed through our centralized computer system and transmitted to the appropriate delivery center. Once the order is picked, packed, and shipped, the system generates a customer invoice based on the preferred billing method. Please refer to the order process flowchart below.



Additionally, our retail program provides customers with the convenience of shopping at 1,900 retail stores nationwide. This will guarantee that you will always receive your contract pricing at our retail locations right at the register at the point of sale.

5. Invoice and Billing

The Proposer agrees to provide an invoice for all services rendered and provide a single monthly bill to the Purchasing Entity.

Summary Billing is available using three organizational levels through the Office Depot|Max account database structure. Typically our customers want billing summarized by their ship to locations, purchase order numbers and/or cost centers. We will provide billing summarized the way you want it. Summary Billing packages allow easy accounting for, and allocation of departmental expenses. Summary Billing consolidates daily purchase activity into a manageable time period.

- Select the billing cycle: weekly, semi-monthly, monthly, custom-cycle
- Choose the sorting sequence: ship to location, P.O. number, cost center
- Decide how you want your package to page break: ship to location, P.O. number, cost center, Office Depot|Max invoice number

All of our Summary Billing packages come with two copies and are broken down into 3 levels of detail to help streamline your payables process.

- **Expense Allocation Report.** This portion of the Summary Bill summarizes by cost center, P.O. or ship to, total merchandise purchased for the period, adds any applicable sales tax and then subtotals by cost center, P.O. or ship to. This format makes it a snap to allocate the charges in your A/P ledger.
- **Detail Section.** Many companies need to provide their department managers with detailed chargeback reports showing charges for their area. Our "Detail" section of the Summary Bill is the perfect solution. Every item purchased by a department is listed with the price, extended total and department total. This makes auditing the invoice simple for department managers.
- **Remittance Advice.** Provides a grand total of the merchandise, sales tax and total amount due.

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Office Depot|Max also supports a variety of payment options:

- **Electronic Transfer.** Office Depot|Max supports EFT or ACH electronic payment methods.
- **Check.** Customers cutting checks can mail payments to a secure regional lockbox.
- **Credit/Procurement Card.** Customers can pay by credit card at the time of purchase with Visa, MasterCard, American Express, or Discover. We can provide Level 3 reporting and are PCI Compliant.

6. Payment

The Proposer agrees to Accept "Net 30" invoice payment terms.

We are currently offering the WSCA-NASPO and the State Net 30 invoice payment terms. We agree to accept Net 30 payment terms for all invoicing methods. In the event that we could agree upon terms shorter than the current terms, we would be pleased to work out an incentive that allows us to share the additional cost savings with you. We are flexible, and will work with you to agree upon terms and invoicing methods. Please note that credit card payment is at the time of purchase only and not available for account with payment terms.

7. Forced Substitution

For the purposes of this RFP and all resulting Master Agreement(s), the term "forced substitution" is defined as followed:

"The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity."

By signature of the Proposal, Proposer has in good faith offered a discount on all products in each of the categories defined on the price proposal with the full intention of supporting the product offerings in each category via its online catalog, store-front operations, and stocking inventory. If an ordered item is out of stock, the Proposer must agree that it will notify the ordering entity for prior approval before substituting the out-of-stock item. The practice of forced substitution will not be accepted.

Does the Proposer understand and agree that Forced Substitutions are not allowed?
Failure to acknowledge this requirement may result in the rejection of the Proposal.

Yes	No
X	

8. Training

Proposer must provide training including instructions about how Purchasing Entities, if required, can use the Proposer's online ordering system at no additional cost. This training shall cover, at a minimum, ordering, online ordering, product delivery, product returns, and customer service processes.

Office Depot|Max simplifies the training process, reducing the time your end-users spend familiarizing themselves with how to order. We will tailor the experience for each State and entity within to focus on their unique initiatives. We have designed our ordering solutions so end-users can efficiently utilize their time and remain focused on their day-to-day tasks. If WSCA-NASPO and the State end-users have questions pertaining to the site, Office Depot|Max offers user guides and recorded demonstrations that individuals can access at their convenience. User guides include information such as contacts, numbers, hours of operation, cut-off times, internet

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procedures, delivery schedules, return policy, FAQs, etc. These reference materials are straight forward, easy to follow, and customizable based on account rules and preferences at no additional charge to WSCA-NASPO and the State.

Should WSCA-NASPO and the State prefer live training for your end-users, Jim Chatfield, your dedicated Office Depot|Max Account Manager will coordinate and host a training session utilizing a recorded demonstration of our website. Your Account Manager is also available to assist during the session and respond to end-user specific questions.

Additionally, end-users have access to Live Online Assistance and technical support—ensuring users always have a way to find answers quickly—further simplifying the ordering process. By selecting our Live Online Assistance icon, end-users will initiate a web chat or phone collaboration with one of our Office Depot|Max Customer Advocates.

9. Freight Policy

All shipments must be F.O.B. Destination, freight prepaid and allowed for all Purchasing Entities. Proposer is responsible for filing and expediting all freight claims with carriers. Proposer must pay title and risk of loss or damage charges. All emergency or rush deliveries that require special shipping and handling should be at the ordering entity's expense, with prior approval from the ordering entity. Emergency or rush shipping charges must be billed as a pass-through charge and added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping costs must be paid by the Contractor.

For Alaska, all shipping and delivery costs must be included for orders within the Anchorage, Fairbanks, and Juneau areas. Shipping and delivery costs for orders outside the Anchorage, Fairbanks, and Juneau areas must be billed to ordering agencies as a pass-through charge and added to an invoice as a separate line item.

For Hawaii, *all shipping and delivery costs must be included for orders with delivery locations on the islands of Oahu, Hawaii, Maui, Kauai, Lanai, and Molokai.*

Office Depot|Max agrees with the freight policy, all prices are FOB destination. There are no additional minimum order amounts or freight charges.

Extra charges for rush shipments and special handling will be passed on to the purchasing entity as a separate line item. We would discuss this on a case by case basis and gain approval. Any emergency order that results from us not fulfilling a regular order will be shipped at our expense.

10. Shipping

All shipments are to be delivered directly to the ordering department/division address, Purchasing Entity. All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:

- a. Purchasing Entity
- b. Delivery Address
- c. Ordering Entity and Floor
- d. Contact Telephone Number

Office Depot|Max provides separate cartons and packing lists for each requisition. Our flexible system allows for orders to be packaged separately by individual cost center. All of the

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information above is currently included and visible on all State orders. We work with each customer and set up our system to put the information you need on every carton label, packing list, and invoice.

- 11. The packing slip must also be included with each shipment, which must include, at a minimum, the following information in no particular order:**
 - a. Line item description
 - b. Quantity ordered
 - c. Quantity included in shipment
 - d. Any backordered items
 - e. Unit Price and extension
 - f. Number of parcels
 - g. Purchase Order, Delivery Order
 - h. Ordering entity name
 - i. F.O.B. (destination)
 - j. All information contained on the packing label

Office Depot|Max provides all of the above items on our packing slips as described in the below guide.

»» See attached *Office Depot|Max Packing List & Detailed Guide*.

- 12. Delivery and Distribution**
 - a. Proposers must be able to distribute all offered products to each WSCA-NASPO entity that signs a Participating Addendum.

Office Depot|Max has the capability to provide service to all WSCA-NASPO locations as set forth in this bid.

- b. Proposer must identify all other companies that will be involved in processing, handling or shipping the product to the end-user.

In addition to our private fleet, Office Depot|Max partners with third-party vendors to supplement our fleet service capabilities that offer the same level of reliable on-time delivery while maintaining routing efficiency. Additionally, we have included a listing of all of our third-party carriers that may be included in this bid.

»» See attached *Office Depot|Max Delivery Carriers*.

- c. Provide the number, size, and location of Proposer's distribution facilities, warehouses, and retail network, as applicable.

Office Depot|Max has a complete national infrastructure designed to provide optimal service and support to our customers. We provide a combination of local and centralized support in order to balance customer service needs with efficient, cost effective support models. All Office Depot|Max facilities are linked through a central computer network, assuring consistent service anywhere in the nation.

- 34 Customer Fulfillment Centers (CFCs) – Our CFCs are located strategically across the country to provide coverage to major market areas. Through our network, we are able to reach 95% of the U.S. on a next-day basis.

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- **3 PowerMax/Retail Fulfillment Centers** – Office Depot|Max PowerMax facilities supply products to all of our retail store locations.
- **Over 1,900 Retail Stores** – Office Depot|Max has retail locations all across the country that contract customers can take advantage of through our retail program. Office Depot|Max will provide your end-users with a plastic card or barcode labels that tie customers to their contract pricing.

While Office Depot|Max may own or lease the various properties, we run all of our own facilities and employ our own people, giving us complete control over what we stock and the service we provide.

» See attached Office Depot|Max Location Listings.

- d. **Provide Proposer's standard delivery time, options for expedited delivery and return policy.**

Orders placed up to 5:00 pm by phone and 3:00 pm by fax in each local time zone are available for next-day delivery. In most cases, we reach 95% of the U.S. with next-day delivery. Office Depot|Max can accept requests for same day delivery up until 12:00 pm (noon) in your local time zone.

Emergency, same-day orders can be accommodated by calling our Customer Advocates to arrange for two to four-hour courier service. Whatever your need for key users to get product quickly, Office Depot|Max is committed to doing all we can to exceed your expectations.

At Office Depot|Max, you may return any item found in the Office Depot|Max catalogs for a full credit within 30 days from the date of purchase with packing list. With the exception of damaged or defective items, products must be returned in resalable condition and in the original manufacturer's packaging where applicable. There are no restocking or freight charges for stocked items.

To process a return, end-users can call Office Depot|Max Customer Service, or fill out the return request form on our website, in order to receive an Authorization to Return (ATR) number. The product will then be picked up on the next scheduled delivery day by an Office Depot|Max driver, FedEx, UPS or common carrier.

» See attached Office Depot|Max Return Policy.

- e. **Provide the Proposer's backorder policy.**

Office Depot|Max strives for national consistency in everything we do. We firmly believe that by leveraging our size and strength as a global company, we are able to provide our customers with competitive pricing and world-class service. One of the key areas of importance to our customers is maintaining high service levels across the country on the products they are ordering. This means the reduction of backorders.

Our primary goal is to reduce the occurrence of backorders. We manage our warehouses well, which means stocking what our customers use. Our current overall service level is 98%. This is due to our extensive efforts to reduce the number of open orders.

In the event that Office Depot|Max is temporarily out of stock on an item, we first notify our customers in one of the following ways:

- A backordered item will be annotated on a FaxBack or e-mail order confirmation.

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- A backordered item will be annotated on the packing list that the end-user receives with the order. The packing list will automatically provide a systemically generated due date (this due date is based on average vendor lead-time).
- Our internet ordering system provides in-stock/backorder status.
- In addition, customers phoning in orders will be notified of a backorder at the time of order placement.

We then work to fill backorders. The first step is letting the system logic try to fill the item. Our computer takes all the backordered lines, and tries to fill them using our major wholesalers, United Stationers and S.P. Richards. If the system is unable to fill a line, it prints it on a daily report for Purchasing. Each local purchasing group takes the report every day and sources backordered items. If an item is discontinued, or unavailable, the customer is called and given a choice of canceling the order, or specifying an alternate. The customer is also called if an item has an unusual lead-time.

The order is then placed to ship from the nearest, quickest source. At each step in the above process, more and more orders get filled, so by the time we issue purchase order numbers for backorders, we are usually dealing with less than 2% of our total lines.

f. Provide the Proposer's normal delivery time schedule.

Office Depot|Max takes customer orders until 5:00 pm by phone and 3:00 pm by fax in your local time zone. Warehouse staff will pick orders, build order routes, and load trucks from 3:00 pm to midnight. Drivers come in at 6:00 am to start delivering orders, and in most cases, end their day around 4:30 pm after delivering their entire route.

Special ordered items have two-day to three-week lead-times that vary widely across manufacturers, products, etc. Given the wide range of products that we are asked to source, we cannot offer a standard special order lead-time. Our goal is simply to keep special order lead-times as short as possible. Our success in doing this is illustrated by our 99% next-day average across all lines ordered.

g. Does Proposer own its own trucks, employ its own delivery drivers, or does Proposer contract with a third party, such as: UPS, FedEx, etc.?

Office Depot|Max owns (or leases) and operates about 540 delivery vehicles servicing 55% of our total shipments. We employ our own private fleet of about 800 drivers, who deliver more than 1.3 million orders every month. As mentioned, our partnerships with FedEx, UPS and USPS and local carriers allow us to supplement our fleet service capabilities and offer you the same level of reliable on-time delivery while maintaining routing efficiency.

h. Provide Proposer's delivery policies?

As mentioned, orders placed up to 5:00 pm by phone and 3:00 pm by fax in each local time zone are available for next-day delivery. In most cases, we reach 95% of the U.S. with next-day delivery.

All prices are FOB destination. Extra charges for rush shipments and special handling will be passed on to the purchasing entity as a separate line item. We would discuss this on a case by case basis and gain approval.

Office Depot|Max is able to customize delivery options to meet your needs. This includes cross-docks, specific trailer size requirements, time requirements, day of the week requirements, badge/security requirements, etc. We can also change these requirements, as your business needs change. Office Depot|Max is dedicated to using our delivery fleet and personnel to service your unique requests.

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Additionally, Office Depot|Max has implemented a managed delivery program that allows our organization to deliver to all of WSCA-NASPO and the State's locations on an assigned delivery day, or on multiple delivery dates throughout the week. These orders can be repeated on a weekly basis and on your pre-approved delivery schedule.

- i. Provide the Proposer's policy related to orders in excess of 70 pounds. Do they include palletizing?

Every Office Depot|Max Customer Fulfillment Center sets carton weight limits systemically in order to not exceed 45 pounds. Office Depot|Max paper ranges in weight from 20-28 pounds for our standard cut boxed paper, and 70-80 pounds for our boxed harder stock paper.

- j. Proposer must identify any cutoff timelines required for same day processing/ordering.

Office Depot|Max can accept requests for same day delivery up until 12:00 pm (noon) in your local time zone.

- k. If the Proposer's warehouse is not located in Purchasing Entity's state, indicate where the shipments originate from and what the Proposer's contingency plan is for road closures and delays caused by inclement weather.

Office Depot|Max utilizes our distribution contingency plans to ensure our customers receive their product in a timely fashion. This is led by a dedicated Logistics team at Office Depot|Max headquarters who work side by side with each of our Customer Fulfillment Centers. This team addresses potential dangers and arranges the necessary changes through our computer system and distribution operations. Shipments affected are rerouted to the nearest alternate location, which may involve another Office Depot|Max location or the closest wholesale partner.

Office Depot|Max drivers are also each equipped with cell phones and are in constant communication with their respective Customer Fulfillment Center. Delivery Managers have access to the latest version of MapPoint, as well as the internet to understand current road conditions and alternate routes that are available, when necessary.

- l. Provide a list and location of all of the Distribution Centers and Warehouse operations located within the WSCA-NASPO States operated by the Proposer. (Proposers must only list those in states for which it is proposing.)

As mentioned in item C. above, Office Depot|Max has attached our listing of our distribution centers. We would request a list of all addresses including zip codes to provide a more accurate location listing of which Office Depot|Max GFC would specifically service individual locations.

» See attached Office Depot|Max Location Listings.

13. Delivery>Returns

All products delivered in poor condition or not ordered may, at the discretion of Purchasing Entity, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods must be made back to the Purchasing Entity once the product has been returned, verified and received back at fulfillment center.

If the Contractor has not picked up or provided for the return of rejected goods within 15 business days of notification of rejection, Purchasing Entity may dispose of them as it sees fit. Contractor must credit the price of the Goods regardless.

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Office Depot|Max understands your concern that an emergency could potentially prevent us from providing WSCA-NASPO States and the associated entities with needed products and services. For this reason, a Disaster Recovery Plan has been created that enables the business to continue services in the unlikely event that we experience problems with our computer systems, telecommunication systems, or warehouse/shipping capabilities. These plans have been designed and maintained to ensure timely recovery from a disaster.

Emergency Preparedness Corporate Support Task Force

A cross functional team of corporate support personnel representing 22 key departments meets before, during when feasible (e.g. hurricane) and after a crisis or natural disaster to support our customers, our teams and our communities. Team members are decision makers for their business units. Their mission is to protect company assets, which include the welfare of our associates, our customer relationships, our buildings, merchandise, data, and our brand, and resume operations as quickly as possible.

Computer Systems Plan

Our primary and secondary production data center facilities are backed up by Uninterruptible Power Supply (UPS) and generator systems with the ability to power the facility for an unlimited amount of time in the event of a commercial electrical outage. All Office Depot|Max critical computing systems adhere to the following architectural standards:

- **Clustering and Automated Recovery:** All mission and business critical systems run as highly available "virtual clusters" across multiple data centers concurrently. Systems that cannot be virtualized will failover to our secondary data center in the event of a prolonged outage.
- **Online Data Copies:** All mission and business-critical databases have online copies of data readily available for immediate restore. Using "virtual tape libraries," Office Depot|Max replicates its backup data to multiple sites and archives data to tape for long-term safekeeping.
- **Backup / Restore Procedures:** All mission and business-critical systems are replicated across data centers in near real-time and are backed up daily. Under strict data retention guidelines, Office Depot|Max has also contracted with off-site service providers for the storage of backup data sets that are vital to business functions. These data sets are monitored and rotated off-site on a regular basis. In the event of data loss, replication failure or online backup inaccessibility, this backup media is delivered to either the primary or secondary data center.
- Office Depot|Max has also contracted with a Disaster Recovery service to provide the following facilities in the event of a disaster:
 - **Secondary Data Center** – Office Depot|Max has invested in building a secondary production data center at a Tier 3 facility. All mission and business-critical systems and applications are deployed in an active/active model across both data centers, making recovery instantaneous should one data center have an outage. Data and online backups are replicated over a private divergent path fiber network extending to each data center.
 - **Cold Site** – Office Depot|Max has contracted appropriate processing and storage capacity from the vendor that can be used to maintain legacy computing operations in the event of a disaster.
 - **Office Space and Systems Management** – The contingency office space is a designated area that is properly equipped to facilitate prompt establishment of an office environment for the engineering teams. Remote systems management capability of the systems is also provided.

Telecommunications System Plan

The recovery time required in the event of a telephone system failure varies depending on the type of problem. We operate multiple Customer Service Centers located in separate geographical areas to ensure complete network diversity. These centers are equipped with Uninterruptible Power Supply (UPS) and generators to power the facility in the event of an extended commercial power failure. Information Technology Voice and Data Network teams are

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Our first objective is to absolutely minimize the need for your end-users to ever return merchandise. Our quality initiative, Lean, facilitates the continuous improvement of our processes and helps us identify and remove the root causes of the errors that result in returns. When returns are necessary, our objective is to make the process as hassle-free and simple as possible. An example of this process is demonstrated by our three/six day best practice policy implemented at all Customer Fulfillment Centers. The goal is to pick up a return within three days, and credit the customer within six days.

- Office supplies may be returned for a full refund within 30 days of the original purchase date with the original sales receipt ("sales receipt" includes register receipt or delivery packing list) or exchanged for an identical item regardless of when you made your purchase. Supply returns without a receipt/packing list will be eligible for an exact-item exchange or a Merchandise Credit for the lowest sales price in the past 60 days. There are no restocking charges for stocked items and items no longer stocked by Office Depot|Max will not be eligible for return.
- Returns are handled by calling Office Depot|Max Customer Service. A Customer Advocate will provide the requisitioner with an Authorization to Return (ATR) number, thereby initiating a pick-up by our driver or a common carrier at the time of the next scheduled delivery.
- The Office Depot|Max internet ordering system makes online requests for merchandise returns easy. Our Customer Care section provides end-users with a convenient request form. End-users can fill out the appropriate return information in the fields provided, and indicate the method by which they would like to be contacted. Once the form has been sent, someone from our Customer Service Team will respond to your request within one business day. They will finalize the return information and give you an ATR number to attach to your package.
- With the exception of damaged or defective items, products must be returned in resalable condition and in the original manufacturer's packaging where applicable. If you receive an item that is damaged or defective, simply call Customer Service and we will replace the item at no charge with packing list or receipt. Should a State end user encounter a warranty/return issue, they will return the product to Office Depot|Max for full credit or a replacement and we will return the product to the manufacturer.

14. Fuel Surcharge

If fuel prices rise more than 25% above the current US Department of Energy's average diesel price as of the closing date of this RFP, the Participating State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the DAS PS prior to implementation.

Office Depot|Max complies.

15. Emergency Management and Recovery

Provide a description of the Proposer's policy and process if a disaster occurs for the following items at a minimum:

- a. Data Recovery and Online Ordering
- b. Disaster Delivery
- c. Warehouse Access
- d. Emergency Contact Phone Numbers
- e. Provide a description of Proposer's emergency response plan and backup strategy.

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responsible for identifying the affected area and re-routing the affected numbers or networks to an alternate location within 30 minutes. These teams, along with our Customer Service organizations, also ensure that the alternate site has the equipment and software required to properly handle phone calls and orders received from the affected location.

Distribution Contingency Plan

A Distribution Contingency team has been identified at our headquarters in Illinois. This team addresses the alternatives in the event of a catastrophic disaster that could damage a Customer Fulfillment Center to the extent that orders can no longer be shipped. The Distribution Contingency team will make arrangements through our computer system and Customer Fulfillment Center operations to reroute customer shipments for the affected site to an alternate location. These shipments would be supplemented, as necessary, from the closest principal wholesaler. Once the contingency site is established, transportation and manpower plans are developed to handle the increase of shipments so that our customers will not be inconvenienced. Depending on the nature of the catastrophe, a local last mile delivery strategy is implemented using our dedicated route driver, local carrier or common carrier to handle customer orders. These deliveries will be sent to the customer dock or directly to the desktop in the same manner they usually do, just originating from a different point. The guiding principle of our Distribution Contingency plan is to maintain business as usual and fully address the needs of the customer.

In addition to our documented Disaster Recovery plan, the Office Depot|Max Emergency Preparedness Task Force, which is made up of key areas of the company (Loss Prevention, Facilities, Human Resources, Risk Management, Safety, Information Technology, Inventory Management, Customer Service, Sales, Finance, Transportation and Legal) has been assembled and meets on a regular basis. The team has identified the major areas of concern, and the potential impact they will have on our associates, our customers, and our operations should a disaster situation occur. In addition, third party support has also been enlisted to provide an allocation of product, alternate servicing sites, and supplementary transportation.

16. Reporting Requirements

Itemized tracking is necessary, along with regular reports that can be sorted by Purchasing Entities, shall include, at minimum product name, SKU or OEM product number, category, volume, and dollar spend. In addition, Proposers must agree to include information in their report about the sustainability attribute(s) of each product purchased. Purchasing Entities require monthly electronic (Excel) usage and quality reports.

Office Depot|Max has the most detailed reporting capabilities in the industry, which allows us to track information on every detail for every transaction down to the end-user level. We can provide you with traditional management reports, or build a report in a custom format so you receive your management reports on time, every time. Reporting is a key tool for our customers to manage their purchases, and we work with you to make sure you get the information you need. Below are some of the standard reports we offer our customers:

- **Usage Reports**
Usage Reports give you exact information on your purchases, total expenditures, unit costs and item status. These reports may be categorized by location (consignee), department (cost center), or consolidated. All Usage Reports are available on a monthly, quarterly, or annual basis. We also provide specific Usage Reports to highlight MWBE and recycled product purchases.
- **Online Reporting**
Office Depot|Max provides online access to Usage Reporting, which includes sales from all ordering channels (web, phone, fax, EDI). Ad hoc reports can be created and viewed online from information that is updated daily, and then exported to an Excel spreadsheet or tab delimited format.

Customer Insight ReportsSM

Office Depot|Max Customer Insight Reports capture purchasing data all the way down to the ordering activity of specific requisitioners. These unique reports target how your "top ten" end-users place orders and how much they are spending. The reports also provide benchmarking analysis to show how your purchasing activities compare to companies of similar size within the same industry.

Quality Reviews

Quality Reviews (performance reports) highlight critical performance measurements such as fill rate, backorders, and order size. The Quality Reviews enable you to monitor the service you are receiving from Office Depot|Max and provide you with data to better manage your office products procurement process.

Office Depot|Max reviews these management reports with you during regular Partnership Opportunity Reviews. These reviews will take hard data and survey results to set the stage for true quality improvements.

16.1 These reports should include at a minimum, but not be limited to, the following metrics in no particular order:

- a. Fill rate
- b. Delivery success rate
- c. WSCA-NASPO Master Agreement number
- d. Usage broken down by state, state agency, political subdivision and location
- e. Number of orders placed
- f. Total dollar value of orders placed during the reporting period
- g. Average value of each order
- h. Sustainability certifications (e.g., ENERGY STAR, Forest Stewardship Council, Green Seal, GREENGUARD, etc.) and standards (e.g., compliance with US EPA recycled content guidelines as well as total and post-consumer recycled content) of each product sold on the Price Agreement).

As described previously, Office Depot|Max can provide all of these reporting metrics.

» See attached Office Depot|Max Sample Reports.

16.2 Each State and each Participant may develop its own reporting criteria.

As noted earlier, Office Depot|Max can provide traditional management reports or build reports in a custom format. We will work with each State and Participant to make sure they get the information they need and want.

16.3 Proposer must be able to provide evidence to the Contract Manager of its Cost for any item in the catalog where an ordering entity was charged a higher price than the list price adjusted by the applicable percentage discount off the category containing the specific item. Proposer must furnish the Contract Manager with reports on a monthly and quarterly basis in a format mutually agreed upon by the State and the Proposer. These reports should be submitted by the 15th of the month, following the month or quarter for

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which the report is due.

Office Depot|Max understands and will comply. We currently provide this report to the WSCA-NASPO and the State and will continue to do so upon contract award.

» See attached Office Depot|Max Sample Quarterly Report.

17. Packaging Requirements

- a. All products must be manufactured and packaged under modern sanitary conditions in with federal and state law and standard industry practice.

Office Depot|Max complies.

- b. Each case, bottle and container of cleaning and maintenance chemicals must have the following markings in English:
- i. Name and address of manufacturer
 - ii. Brand name of product
 - iii. Net contents in U.S. standard pounds, ounces, gallons, or fluid ounces
 - iv. Directions for use, including recommended use dilution and precautionary handling instructions
 - v. Recommended antidotal action, if applicable (English & Spanish)

Office Depot|Max complies. Our suppliers and the merchants they receive product from ensure that all products have the appropriate packaging measures as indicated by law for production and shipping.

- c. Packaging must be constructed to assure safe delivery.

Office Depot|Max complies.

- d. Shipments not in accordance with the above will be refused or returned to Contractor, freight collect.

Office Depot|Max complies.

- e. Cleaning products, art supplies and other office products offered on this Master Agreement that contain chemicals that are known by the State of California to cause cancer, birth defects or other reproductive harm must contain a "Proposition 65" warning label on its primary packaging and on the ordering website.

Office Depot|Max complies. Our suppliers and the merchants they receive product from ensure that all products have the appropriate packaging measures as indicated by law for production and shipping.

- f. Contractors may not use polystyrene packing peanuts to fulfill any orders under this Master Agreement. Other types of difficult-to-recycle packaging such as rigid polystyrene or polyurethane foam, polyvinyl chloride (PVC), or multi-material packaging is strongly discouraged. Contractors are encouraged to minimize the quantity of packaging they use to deliver products under this Master Agreement.

Office Depot|Max complies.

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- g. Packaging may not contain more than 100 parts per million of lead, cadmium, mercury or hexavalent chromium, which is consistent with the Toxics in Packaging legislation that has been developed by the Council of Northeastern Governors and adopted by at least 19 States. For more information, see <http://www.toxicsinpackaging.org>.

Office Depot|Max complies.

Office Depot|Max packages and ships products with our commitment to quality in mind. In an effort to provide shipments in efficient packaging, we use the appropriate size and type of packaging for the products being shipped. Our primary focus is getting quality products to our customers safely and without damage. At the same time, we want to be conscious of the environment. Our external packaging could take the form of a bag or corrugated carton, which can be returned to us for recycling if you don't have your own recovery or recycling programs. Office Depot|Max will work with each WSCA-NASPO participant to accommodate their unique needs and specific packaging requirements.

18. Recycling Services for Certain Products Offered on this Master Agreement
All Contractors on this Master Agreement must provide a system for the collection and recycling of all toner and ink cartridges that is free of charge to Purchasing Entities. Contractors must also offer free collection and recycling services for rechargeable batteries, which may be through the industry-financed Charge2recycle Program or a similar service. Proposers must describe the recycling programs they offer that meet these requirements.

Office Depot|Max can arrange end-of-life take back programs for the following materials:

1. **Ink & Toner cartridges:** This is a free program through which empty cartridges can be sent back to Office Depot|Max's vendor's ISO 14011 certified recycling facility. To participate, WSCA-NASPO and the State's locations would need to order the free recycling boxes or simply provide Office Depot|Max drivers with empty ink/toner cartridges.
2. **Writing Instruments:** This is a free program organized through our partner Sanford. To participate, WSCA-NASPO and the State's locations would sign up to run 'writing brigades' to collect used writing instruments that are sent back to Terracycle for 'upcycling' into new items.
3. **Rechargeable batteries:** Office Depot|Max will provide end users links to RBRC.org that provides a free recycling program for rechargeable batteries. Bins will be placed within an entities specified location, fill them with collected batteries. Once filled, the battery recycling bins would be closed and sent back to the recycling center using prepaid, pre-addressed labels -- for responsible recycling.
4. **CFL Bulbs:** This is a for-fee solution provided by our partner Veolia. To participate, WSCA-NASPO and the State's locations would need to order CFL recycling boxes and fill them with collected CFLs. Once filled, the CFL recycling boxes would be closed and sent back to the recycling center using prepaid, pre-addressed labels -- for responsible recycling.
5. **Fluorescent Tubes:** This is a for-fee solution provided by our partner Veolia. To participate, WSCA-NASPO and the State's locations would need to order Fluorescent Tube recycling boxes and fill them with collected Fluorescent Tubes. Once filled, the Fluorescent Tube recycling boxes would be closed and sent back to the recycling center using prepaid, pre-addressed labels -- for responsible recycling.

19. Samples

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- a. **DAS PS reserves the right to request samples for performance testing and environmental conformance assessment during the Proposal evaluation period and anytime throughout the life of this Master Agreement.**
- b. **All samples shall become property of DAS PS or WSCA-NASPO Participating State. Such samples must be furnished free of charge.**

Office Depot|Max complies.

THE FOLLOWING MANDATORY REQUIREMENTS APPLY ONLY TO PROPOSERS THAT ARE OFFERING PRODUCTS ON TRACK 2: GREEN OFFICE SUPPLIES

20. Minimum Environmental Requirements for Products on Track 2: *Green Office Supplies*


All products Offered on *Track 2: Green Office Supplies* must meet at least one of the following environmental or health standards. The State of Oregon and other NASPO-WSCA Participating States have a strong preference for products that have received third party certifications or recognition of the environmental and health claims of their products. All items on the Green Market Basket List, which are detailed in Attachment F-2 (Green) include a specification that is listed in [brackets] after the General Product Description. Proposers must offer Track 2 products that meet or exceed the specification for that Market Basket Product.

All products listed as sample products on the Green Market Basket List (in Attached F-2 (Green)) have been determined to meet the environmental and health specifications in this Price Agreement. Proposers that offer equivalent products may be asked to provide documentation of compliance with the specifications during the bid evaluation process.






In addition, all Contractors that are awarded Price Agreements on EITHER *Track 1: Standard Office Supplies* and/or *Track 2: Green Office Supplies* are required to label their environmentally preferable (green) products by including the eco-labels and standards (such as total recycled content and post-consumer recycled content) listed below in the product description in their online ordering system and catalog in order to help Authorized Users to easily identify them. Products that do not meet these standards should not be labeled as environmentally preferable (green) products on this Price Agreement. For example, a product that contains a lower amount of recycled content than the amount listed below may not be included on *Track 2: Green Office Supplies* or labeled as an environmentally preferable product on this Price Agreement.

Authorized Users reserve the right to add or restrict other products from this Price Agreement based on environmental health or environmental considerations.


A. Multi-Attribute Certification or Recognition

<p>Cradle to Cradle Certified</p> 	<p>The Cradle to Cradle (C2C) Innovation Institute evaluates and labels products that meet multiple environmental, health and social criteria. Office supplies that carry the C2C ecolabel include, but are not limited to dry-erase whiteboards, cork tack boards, filing cabinets, bookcases, monitor stands, and keyboard trays. A registry of C2C-certified products can be found at http://www.c2ccertified.org/products/registry.</p>
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<p>DFE Recognized</p> 	<p>The US Environmental Protection Agency's <i>Design for the Environment</i> (DFE) Program evaluates the toxicity of products such as breakroom cleaners, furniture polish hand soaps, and dishwashing detergent and awards its label to those that pass its multiple chemical screens.</p>
<p>EcoLogo Certified</p> 	<p>EcoLogo is a multi-attribute certification label owned by Underwriters Laboratories (UL). Its products are certified against multiple environmental, health and, often, performance criteria. EcoLogo-certified office supplies include, but are not limited to: hand soaps and hand sanitizers, cleaning products, office and janitorial paper products, and toner cartridges. Go to www.ecologo.org/en/certifiedgreenproducts/?category_id=271127 for a list of EcoLogo-certified products.</p>
<p>Fair Trade Certified</p> 	<p>Fair Trade-certified includes those that have received (and currently maintain) a fair trade certification from <u>Fair Trade USA</u>, <u>Fairtrade International USA</u> or the <u>Institute for Market Ecology's Fair for Life Program</u>. The most common Fair Trade-certified office supplies include coffee, tea, sugar and cocoa. Fair Trade certifications address multiple environmental, health and social attributes of products such as <u>chemical use, sustainable production methods, and fair wages</u>.</p>
<p>Green Seal Certified</p> 	<p>Green Seal is an independent nonprofit organization that certifies products meeting multi-attribute environmental standards. Green Seal-certified office supplies include hand soaps, cleaning products, printing and writing papers, and janitorial paper products. Lists of Green Seal-certified products can be found at www.greenseal.org/FindGreenSealProductsAndServices.aspx.</p>
<p>Rainforest Alliance Certified</p> 	<p>The Rainforest Alliance, a nonprofit organization, certifies products that are sourced from farms that have taken steps to protect wildlife, maintain tree cover, conserve soil quality, reduce chemical use, and ensure the well-being of workers and their families. Rainforest Alliance-certified office supplies include, but are not limited to, coffee, paper and paper products, food service ware, etc. A list of Rainforest Alliance-certified products can be found at http://www.rainforest-alliance.org/green-living/shoptelrog.</p>

B. Single-Attribute Certification or Recognition


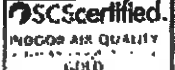
<p>ACMI Approved</p> 	<p>The Art & Creative Materials Institute (ACMI) certifies and maintains a list of "Approved Products" (AP) that have been evaluated by a toxicologist and verified to meet standards for acute and chronic toxicity as well as performance. A list of ACMI AP-Certified Products, which includes, but is not limited to, adhesives, paints, pens, markers, and whiteboard cleaners, can be accessed at http://www.acminet.org/.</p>
<p>Commercially Compostable</p>	<p>The Biodegradable Products Institute (BPI) certifies and labels food service ware, bags and other products that contain plant-based bioplastics that are compostable in a commercial composting facility. A list of BPI-certified products can be found at http://www.bpiworld.org/BPI-Public/Approved/1.html. In addition, the Cedar Grove Composting</p>

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	<p>Facility (located near Seattle, Washington) tests the compostability of food service ware and bags in its system and maintains a list of Cedar Grove Approved Products. Its list includes products that contain bio-plastics as well as paper, bagasse, bamboo, and other materials. A list of Cedar Grove-Approved Products can be found at http://cedar-grove.com/commercial/accepted-items/. (Note: This is not a product labeling program.)</p>
<p>ENERGY STAR Certified</p> 	<p>ENERGY STAR is a joint program of the US Department of Energy and US Environmental Protection Agency that allows its label to be used on products that meet its energy-efficiency (and performance) standards. Office supplies that may have an ENERGY STAR label include, but are not limited to battery chargers, desk lamps and light bulbs (e.g., LEDs and compact fluorescent lamps), routers and other computer networking equipment, uninterruptible power supplies, telephones, water coolers, appliances, desktop and laptop computers, AV equipment, etc. Lists of ENERGY STAR-certified products can be found at www.energystar.gov/certified-products/certified-products. Note: Some of these product types may not be offered on this Price Agreement.</p>
<p>FSC Certified</p> 	<p>The Forest Stewardship Council (FSC) is third-party organization that certifies products containing sustainably managed and harvested wood or paper fiber and/or recycled wood or paper fibers. This includes office supplies such as copy paper, notebooks, file folders, adding machine tape, break-room paper, wooden pencils, cork tack boards, picture frames, plaques, filing cabinets, etc. A list of FSC-certified products can be found at https://us.fsc.org/download.fsc-certified-papers.175.pdf.</p>
<p>GREENGUARD Certified</p> 	<p>GREENGUARD is a single-attribute certification label owned by Underwriters Laboratories (UL). It addresses chemical emissions from products that can affect indoor air quality IAQ. There are two levels of GREENGUARD certifications, which set different emissions limits on a variety of volatile organic compounds: GREENGUARD IAQ and the more stringent GREENGUARD Gold. Office supplies that may carry a GREENGUARD certification include, but are not limited to, dry-erase whiteboards, cork tack boards, filing cabinets, and bookcases. A list of GREENGUARD-certified products can be found at http://productguide.ulenvironment.com/QuickSearch.aspx.</p>

<p>Organic Certified</p> 	<p>The US Department of Agriculture (USDA) certifies and allows the labeling of "organic" food or other agricultural products that have been produced through approved methods that integrate cultural, biological, and mechanical practices that foster cycling of resources, promote ecological balance, and conserve biodiversity. Synthetic fertilizers, sewage sludge, irradiation, and genetic engineering may not be used. For more information, click here.</p>
<p>SCS Indoor Advantage Certified</p>	<p>SCS Indoor Advantage is a certification program run by the nonprofit organization Scientific Certification Systems (SCS). It addresses the chemical emissions of products that affect indoor air quality (IAQ). There are two levels of SCS Indoor Advantage certifications, which set different emissions limits on a variety of volatile organic compounds: SCS Indoor Advantage and the more stringent SCS Indoor Advantage</p>

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 	<p>Gold. Office supplies that may carry an SCS Indoor Advantage certification include, but are not limited to, dry-erase whiteboards, cork tack boards, filing cabinets, and bookcases. A list of SCS Indoor Advantage-certified products can be found at http://www.scsglobalservices.com/certified-green-products-guide.</p>
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C. Recycled Content Standards

Products that meet the following criteria are deemed to meet the environmental requirements of this Price Agreement:

1. Products in categories that are covered under the U.S. EPA's *Comprehensive Procurement Guidelines (CPGs)* must meet at least the minimum total recycled content (TRC) and post-consumer recycled content percentages for the applicable guideline (see table below).
2. Products in categories not included in the EPA CPGs must contain either a minimum of 50% total recycled content (TRC) or a minimum of 30% post-consumer recycled content.

Post-Consumer Recycled Content (PCRC) is the amount of material in a product that has completed its intended use as a consumer item (such as a sheet of copy paper or a plastic bottle), has been diverted from the waste stream by having been collected in a residential or commercial recycling program, and has been incorporated into a new product. Ideally, PCRC is verified by a third-party organization. Products covered by a CPG (described below) must meet at least the minimum threshold percentage listed for that category. This threshold usually includes PCRC, but may also have requirements for additional Total Recycled Content.

Total Recycled Content (TRC) is the total amount of recycled content in a product. It includes both PCRC and production scraps from converting, printing, or other post-industrial processes. It does not include materials generated from, and commonly reused within, an original manufacturing process.

SUMMARY OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S COMPREHENSIVE PROCUREMENT GUIDELINES (CPGs) FOR OFFICE SUPPLIES

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Many of the environmental specifications in this solicitation reference the minimum post-consumer and total recycled-content levels in the US Environmental Protection Agency's *Comprehensive Procurement Guidelines* (CPGs). Federal agencies are directed to purchase products that meet or exceed the CPGs. In addition, thousands of state and local governments reference these Guidelines in their procurement policies. The CPGs can be accessed at www.epa.gov/epawaste/conservc/tools/cpg/index.htm.

Below is a summary of those levels for many office supplies products.

Note: Post-Consumer Recycled Content (PCRC) is a subset of Total Recycled Content (TRC). When the minimum TRC exceeds the minimum PCRC level, then the difference between them must be met by additional recycled content, which may derive from either pre-consumer production scraps or PCRC.

Office Supply Product Type	Minimum Total Recycled Content (%)	Minimum Post-Consumer Recycled Content (%)
Binders, Plastic-Covered	25	0
Binders, Paper-Covered	90	75
Binders and Report Covers, Pressboard	50	20
Binders, Solid Plastic, HDPE	90	90
Binders, Solid Plastic, Polyethylene	30	30
Binders, Solid Plastic, PET	100	100
Book and Printing Paper (including calendars)	30	30
Clipboards, Plastic, HDPE	90	90
Clipboards, Plastic, Mixed	15	15
Copy Paper	30	30
Boxes, Corrugated	25	25
Envelopes, Letterhead and Commercial (e.g., #10)	30	30
Envelopes, Heavy Weight - White, Manila, Colored and Unbleached (e.g., brown catalog envelopes)	10	10
Envelopes, Plastic	25	25
File Folders (Manila and Colored)	30	30
File Folders, Plastic, HDPE	90	90
Filing Supplies (Except Folders), e.g., Hanging Folders, Pocket Expanders)	20	20
Forms (pre-printed or computer printout)	30	30
Index Cards	50	20
Mailing Tubes	90	75
Mats, Plastic	100	10
Mats, Rubber	85	75
Mats, Rubber/Plastic Composite	100	100


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Notebooks and Note Pads (e.g., Writing Tablets, Desk Calendars, Flip Charts, Post-Its)	30	30
Padded Mailers	5	5
Paper, with Cotton Fiber	30	30
Paper, Text and Cover	30	30
Pressboard Report Covers and Binders	50	20
Paper Bags	5	5
Toner Cartridges	---	Remanufactured
Trash Bags, Plastic	10	10
Waste Receptacles, Corrugated	25	25
Waste Receptacles, Plastic	20	20

D. Other Environmental and Health Criteria Referenced in this Solicitation

Battery-Free	<i>Battery-free</i> products are those that are able to perform a function that typically uses batteries such as USB computer mice.
Electricity-Free (Mechanical)	<i>Electricity-free</i> products are those that are able to perform a function that typically uses electricity. An example is a mechanical pencil sharpener.
Latex-Free	<i>Latex-free</i> products are those that do not contain latex and can replace products that typically contain latex, which is an allergen and asthmagen. Latex-free office supplies include some brands of grip pens, pencils, erasers, rubber bands, gloves, chair and floor mats, bandages, etc.
Non-Chemical	<i>Non-chemical</i> products are those that can directly replace chemical products. For example, mechanical keyboard cleaners can replace chemical air dusters.
Processed Chlorine-free (PCF)	<i>Processed Chlorine-Free (PCF)</i> refers to products (mostly paper) that have been bleached with non-chlorine chemistries such as oxygen, peroxide or ozone. Some products are certified by the Chlorine-Free Products Association. For more information, see www.chlorinefreeproducts.org .
Rechargeable	Rechargeable refers to batteries or battery-powered products (such as calculators and flashlights, etc.) that reduce battery consumption and waste because the batteries can be recharged and reused rather than needing to be discarded (or recycled) after a single use.
Refillable or Reusable	<i>Refillable or reusable</i> refers to products such as refillable pens and mechanical pencils, water filters, microfiber cloths, mechanical air dusters, and other products that reduce waste by eliminating the need to replace some or all of the product when it reaches the end of its useful life. Refillable and reusable products replace items that typically are disposable.
RoHS-Compliant	The European Union's Directive on the Restriction of Hazardous Substances (RoHS, 2011/65/EU) prohibits electrical and electronic products from being offered for sale throughout Europe if they contain certain hazardous substances (including lead, cadmium, mercury, hexavalent chromium, and polybrominated diphenyl ethers) above

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	<p>specified amounts. Manufacturers that comply receive conformity assessment documents for their RoHS-compliant products. Office supplies that may be offered on this contract that are RoHS-compliant include flash drives and other computer storage devices. (Other electronics must be both RoHS-compliant AND ENERGY STAR-certified.)</p>
<p align="center">Solar-Powered</p>	<p>Products that are <i>solar-powered</i> (such as calculators, battery chargers and flashlights) use photovoltaic technology (often in conjunction with a rechargeable battery) to power the equipment.</p>
<p align="center">SCAQMD-Compliant</p>	<p>The South Coast Air Quality Management District (SCAQMD), sets stringent limits on volatile organic compounds (VOCs) in consumer products that can be sold in and around the City of Los Angeles, California. SCAQMD-compliant office supplies include, but are not limited to, adhesives, spray paints, and some breakroom cleaning products such as graffiti removers.</p>

E. Environmental and Health Specifications for Certain Categories of Office Supplies

1. Toner and Ink Cartridges (Remanufactured, High-Yield and Biobased Certified)

Toner and ink cartridges that qualify as environmentally preferable (green) on this Price Agreement include:

- Remanufactured High-Yield Cartridges
- High-Yield Original Equipment Manufacturer (OEM) Cartridges
- Remanufactured Standard-Yield Cartridges
- Certified Biobased Cartridges

Definitions

Remanufactured Cartridge – Used OEM cartridge which has been disassembled, cleaned, and any worn, damaged, or end of life components replaced, including toner. **NOTE: A remanufactured cartridge may be “compatible with” certain OEM printers and copiers. This is different from “compatible toner cartridges or clones”, which are new cartridges built from 100% new parts by a third party (not by the OEM) and sold under a third party brand name. These are not accepted as green products on this Price Agreement.**

High-Yield Cartridge is a toner or ink cartridge that is filled to obtain maximum number of copies of printed material. A high-yield cartridge may be either an OEM or remanufactured cartridge.

Biobased Certified Cartridge is a toner or ink cartridge in which the petroleum-based toner resin is replaced with a toner containing a significant concentration of biobased resins such as those made with natural oils from agricultural crops such as soy beans, corn and cotton

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seed. Acceptable products must be certified by the USDA's Biopreferred Program and listed in its *Biobased Products Catalog*, which can be found at http://www.biopreferred.gov/Biobased_Products.aspx.

2. Surface Disinfectants and Sanitizers

All surface disinfectants and sanitizers (including sprays and wipes) must be registered by the US Environmental Protection Agency (US EPA) have a currently active US EPA Registration Number.

All products offered on *Track 2: Green Office Supplies* may contain only the following active ingredients: Hydrogen Peroxide, Citric Acid, Lactic Acid, and Silver. Prohibited antimicrobial products include Sodium hypochlorite (chlorine bleach), Quaternary ammonium chloride compounds, Ortho-phenylphenol, Hydrogen chloride, and Thymol.

Office Depot|Max's best-in-class capabilities have the ability to identify the products in our assortment that are certified or registered to the multi or single attribute eco-labels listed above. In addition, we can identify which products meet the minimum recycled content thresholds defined by the EPA's Comprehensive Procurement Guidelines (CPG). For products not included in the EPA CPGs, Office Depot|Max is able to identify those products that meet the minimum requirements of 50% total recycled content, or a minimum of 30% post-consumer recycled content.

21. Prohibited Chemicals, Materials and Packaging Containers

No products or packaging offered on *Track 2: Green Office Supplies* of this Price Agreement may contain the following:

- 1. Carcinogens by IARC, NTP, OSHA or State of California (Known or Suspected/Reasonably Anticipated) such as Arsenic, Asbestos, Benzene, Cadmium, Coal tar pitch, Chloroform, Chromium VI, DEHP, Ethyl benzene, Formaldehyde, Lead, Mercury (except in fluorescent lighting, 3.0 ug Hg max in CFLs), Ortho-Phenylphenol, Polystyrene, Polyvinyl chloride (PVC), etc. except Nickel, which is commonly found in rechargeable batteries.**
- 2. Asthmagens (on the AOEC List) such as Ammonia, Benzalkonium chloride, Epoxy resins, Ethylene diamine, Formaldehyde, Hydrochloric acid, Methyl methacrylate, Monoethanolamine, Quaternary ammonium chloride compounds, Polystyrene), Polyvinyl chloride (PVC), Sodium hypochlorite (Chlorine bleach), Triethanolamine, Turpentine) except latex. Latex-free products are available on *Track 2: Green Office Supplies*.**
- 3. Reproductive Toxins (Known to the State of California to Cause Birth Defects, Other Reproductive Harm or Developmental Toxicity) such as Toluene, Dibutyl phthalate and other Phthalates.**
- 4. Fluorinated Compounds (such as fluorinated stain-resistance compounds, Difluoroethane, Tetrafluoroethane, Tetrafluoroethylene, etc.)**
- 5. Triclosan, Tricloban or Microban as well as all antimicrobial hand soaps**

6. Mercury in fluorescent lighting in amounts that exceed the European Union's 2011 Restriction of Hazardous Substances (RoHS) Directive (2011/65/EU)
7. Bis-Phenol A
8. Nanotechnology (including any products that are marketed as containing nanotechnology)
9. Plants or animals that are listed as endangered or threatened endangered by the Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora
10. Aerosol containers

Office Depot|Max's Environmental Product Analyst will work with WSCA-NASPO and the State to screen out products that do not meet the specifications listed above. We will take substantial precaution and undertake significant extra effort to ensure products on the 'Green Office Supplies' list do not contain the chemicals and materials listed on the WSCA Prohibited List.

22. Documentation of Environmental Attributes

Proposers offering environmentally preferable products on this Price Agreement must confirm adherence to the specifications listed above for those items. All products offered on Track 2: *Green Office Supplies* of this Proposal must be either certified by a third party (such as ENERGY STAR, Green Seal, GREENGUARD, etc.) OR the Proposer must be able provide documentation of compliance with the environmental specifications for each item. The certification or documentation of compliance with the environmental specifications required for these products in no way exempts compliance with other applicable occupational health, safety and environmental standards.

If the product is required to have another attribute that is listed in the specifications, the Proposer is likewise required to demonstrate that it meets that criterion. If the documentation is not available online, it must be submitted upon request during the Proposal evaluation period. Sample product labels are acceptable. In such cases, DAS PS mandates the required submission be made within seven (7) days of either oral or written notification by the State. Failure to comply within this time frame may result in the rejection of its Proposal for that product item only.

Office Depot|Max maintains a database of environmental attributes and eco-labels. The majority of the products in this database have either third party certifications or affidavits from our suppliers. Upon request, Office Depot|Max will provide these in an excel spreadsheet that shows the type of verification, or through provisions of certificates, affidavits, links to SKUs online, or our environmental catalog.

23. Verification of Ongoing Compliance with Environmental Specifications

If awarded a Master Agreement for products on Track 2: *Green Office Supplies*, the Contractor must agree to supply proof of environmental certification or other documentation of compliance with the environmental specifications in this Master Price Agreement) for all products (including any additional products added to the Master

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Agreement throughout the duration of the Master Agreement), if requested by DAS PS or any Participating State. Failure to do so may result in the rejection of the product item that lacks current certification.

Through the Office Depot|Max database of environmental attributes and eco-labels, we are able to provide WSCA-NASPO and the State proof of environmental claims associated with future products that may be added to this contract. Office Depot|Max requires a minimum of three weeks from addition of a new item to the contract to verifying environmental claims.

PART 3: DESIRABLE CRITERIA

All "Desirable" Criteria for Attachment D are described in this section.

1. Implementation and Communication

a. Describe in detail the Proposer's implementation plan, including all process steps.

For every account, we complete a comprehensive Implementation Plan. This internal, proprietary document lists all of the details necessary for each of our Customer Fulfillment Centers to successfully manage their local portion for each WSCA-NASPO participant. The implementation plan is distributed throughout our CFCs, Customer Service Centers, and sales offices to those Office Depot|Max associates who have an impact on our service to you. This tool serves as a "blueprint" for service consistency by spelling out the proper way to service your locations, but is also fluid, allowing us to monitor and track the progress and on-going success of an agreement.

As WSCA-NASPO and the State is a current customer, the results of the implementation process are already in place. For states that will be joining this contract, the implementation involves the use of the Office Depot|Max 5-Step Implementation Process.

- Step 1. Formation of the Office Depot|Max/WSCA-NASPO and the State Implementation Team
- Step 2. Establishing the Roll Out Schedule
- Step 3. Developing and Communicating Your Implementation Plan
- Step 4. Introducing the New Program to End-Users
- Step 5. Monitoring the Program's Success

As in any successful partnership, communication is key. We feel it is imperative that WSCA-NASPO and the State and Office Depot|Max meet to discuss all of the specifications outlined in the bid and any additional requirements that may have risen throughout the bidding process. We will create a joint cross-functional team to implement and monitor all new program initiatives.

Upon notification of contract renewal, Office Depot|Max would load the new contract pricing and revised account requirements into the Office Depot|Max system.

b. Describe in detail the specific information, resources, and assistance the Proposer will require from each Purchasing Entity to implement the Master Agreement.

Office Depot|Max has extensive experience implementing agreements and ensuring that they are successful. We have the people and programs in place that have supported thousands of implementations. Office Depot|Max understands what it takes to roll out a program and ensure that it is a success.

Based on our past experience in launching programs, the following are five critical success factors that Office Depot|Max believes are crucial to a successful implementation.

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- **Communication** - Order, billing and delivery requirements between Office Depot|Max and the customer communicated clearly
- **Detailed Implementation Plan** - Designed specifically to meet the unique requirements of the customer
- **Collaboration** - Office Depot|Max and customer to document and submit, complete and accurate data
- **Frequent Meetings** - Regular status meetings between Office Depot|Max and the customer that monitor progress against the implementation plan
- **Process Plan** - Effective communication plan to notify end-users of new process (marketing & training plan)

Attention to the needs of the customer is critical to developing a successful implementation plan. Tracking progress against the agreed upon project plan on a regular basis ensures timelines are met and dependencies understood. Office Depot|Max's expertise in account architecture, ordering methods, delivery and billing ensure each WSCA-NASPO participant's unique needs are met.

- c. **How soon from execution of the Master Agreement will the online ordering system be available to each Purchasing Entity? If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.**

Through the Office Depot|Max 5-Step Implementation Process, we are able to have WSCA-NASPO and the State's program implemented within 30 calendar days from the agreed upon start date. To ensure this deadline, all associates that will service your account are provided with an outline that specifies the logistics and program details that allows us to make this commitment. Provided below is a detailed implementation timeline for your review.

November 3, 2014	WSCA-NASPO and the State announces decision to award business to Office Depot Max
November 10, 2014	Contract negotiated and/or signed
November 10, 2014	Office Depot Max and WSCA-NASPO and the State meet to gather data set program goals
November 11, 2015	Implementation and rollout process begins
January 1, 2015	Program "Goes Live"

In addition to the timeline, WSCA-NASPO and the State will be provided with our Office Depot|Max Welcome Guide that includes details on product information, pricing, delivery, customer service and returns. This guide services as a helpful tool to allow each WSCA-NASPO participating entity reduce the time and money spent on procuring office supplies.

- d. **Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity?**

Office Depot|Max has successfully managed national account implementations with ease and in a timely, convenient manner for our customers. For new states that will be onboarding, to ensure your transition is a success, each WSCA-NASPO participant will be assigned an Implementation Project Manager who will be at their side as a personal customer advocate, effectively managing the entire process from beginning to end to ensure their satisfaction.

The Implementation Project Manager will work with each WSCA-NASPO participant to create an implementation plan customized to meet their specific needs and then lead a full implementation team of subject matter experts in areas such as account hierarchy, billing, approvals, delivery and reporting. The Implementation Project Manager will:

- Host regular progress calls with the implementation team and the participating entities key contacts to monitor the status of execution against the implementation plan

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- Manage through communication to the end-users to ensure an effective go-live date
- Work in conjunction with the Office Depot|Max account teams on specific account details will manage your business day-to-day of each participant.
- Stay fully engaged for 30 days past go-live to ensure all processes are running smoothly

Approximately 90 days after go-live, Office Depot|Max will conduct our first Business Review with WSCA-NASPO and the State to discuss the implementation process, assess current performance, and determine any future improvement objectives. This review will help lay the foundation for a business partnership between Office Depot|Max and WSCA-NASPO and the State.

Below are examples of successful Office Depot|Max implementations of office supplies compliance policies.

Example 1

Office Depot|Max implemented a customer that had 54 locations with 12 different divisions and comprised over 3,000 users throughout the United States. This customer had never had a national office products procurement program until Office Depot|Max took them on as a new account. Each division and/or location had individually determined how to order supplies without any corporate guidance or oversight. Office Depot|Max guaranteed the customer that we would have their new program up and running within 45 days. They were quite skeptical of this promise, since the challenges in implementing a national program had prevented them from doing so previously.

Office Depot|Max exceeded their expectations, and we were able to meet every deadline without fail. An Account Manager visited each location to meet with a key contact and to understand each site's rules and environment. Office Depot|Max conducted a user training program to introduce the customer associates to the company goals for average order size and the benefits of ordering online. After the first 30 days of implementation, we conducted a customer satisfaction survey after orders were placed. Office Depot|Max provided the customer with monthly compliance reports allowing them to see how their departments were adapting to the program.

Office Depot|Max was able to provide all of these forms of feedback and reporting to the customer, and for the first time they had a comprehensive understanding of their total office products procurement program. The customer actually instituted a corporate policy requiring that office supplies be purchased at Office Depot|Max in order to be eligible for reimbursement. In the end, the customer was so impressed that they told their Account Manager they would have implemented a national program years ago if they had known it would have been so easy and cost-effective.

Example 2

Office Depot|Max implemented a customer that had a compliance level below 80% when Office Depot|Max entered into an agreement to help manage their office supplies procurement programs. The company was dealing with maverick spend through a number of different vendors' retail stores. After one year, the customer achieved a compliance rate over 92%, largely due to the effectiveness of the Office Depot|Max Compliance Driver program.

This customer set a goal of 98% compliance, which was realized in year two of the Office Depot|Max agreement. With both our Compliance Driver and our in depth monthly reports, Office Depot|Max can uncover non-compliant spend and work with companies to target programs and training to increase compliance levels. We can offer you the tools to monitor procurement spending down to the individual end-user and to reach out to your employees to bring them into compliance.

- e. Describe in detail any limitations of Proposer's e-commerce site.

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Like any system, there are rules that regulate user and administrator permissions, as well as customer account profiles. Although these rules dictate how Office Depot|Max can implement any process or customization for WSCA-NASPO and the State, our system is flexible and we are able to develop a solution to fit most requirements.

2. Excellent Customer Service

Both Purchasing Entities and Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer service and satisfaction. Customer service adds value to a product and builds enduring relationship. Customer Service is a vital function of how well a firm is able to constantly and consistently exceed the needs of the customer.

Attributes that contribute to Excellent Customer Service:

- a. Courteous
- b. Knowledgeable and well-trained
- c. Critical thinking skills
- d. Authority to make policy decisions
- e. Problem Solvers

Office Depot|Max believes that there are five fundamental factors that comprise the customer experience and ultimately drive customer satisfaction. These factors include:

- Availability of Products
- Ease of Doing Business
- Delivery to Expectations
- Competitive Price
- Customer/Supplier Relationship

If Office Depot|Max fails to deliver in any one of these key areas, customer satisfaction will be compromised. Ultimately, each customer determines the relative importance of the above factors. Office Depot|Max views it as our responsibility to continually identify and monitor our customers' requirements. It is only with this insight that we are able to tailor our product offerings and services to ensure customer satisfaction each and every time. Office Depot|Max is proud to have received the 2014 Gold Stevie Award for Innovation in Customer Service.

In order to maintain a competitive program, Office Depot|Max will conduct quarterly Partnership Opportunity Reviews with each entity to review current performance and discuss future improvement objectives. We believe that this live face-to-face interaction is the best way to assess customer satisfaction and foster a collaborative relationship.

During these meetings, we will review a number of critical business issues, including a statistical breakdown of where most spending is occurring. We will also discuss other procurement data that will help reduce each entities procurement costs, while increasing productivity. This data includes:

- Average order size
- Number of orders placed
- Average lines per order
- Number of returns
- Issue resolution time

By analyzing this data, we can discuss potential changes that will reduce operational expenses for both our organizations. For instance, reducing order frequency results in fewer invoices processed, and therefore reduced accounts payable activities. We will also be prepared with

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Usage Reporting in descending dollar value. With this report, we can ensure that each entities custom item list will be maintained to reflect the items most often purchased.

2.1 Describe Proposer's approach to customer service as it relates to online ordering, invoicing, and problem solving including how the Proposer's program will meet and exceed the needs of the WSCA-NASPO Participating States.

Office Depot|Max focuses on the customer. Our Customer Advocates are meticulously trained to handle any situation that may arise. Office Depot|Max's ability to empower our Customer Advocates means that 98% of problems communicated to our team are solved in just one interaction. We call this our Done-In-One resolution rate. We constantly track our Done-In-One rate to ensure we are providing our customers with the high level of service that they deserve.

In order to support our customers as efficiently as possible, we have developed two channels for issue resolution that have the authority to take immediate action on behalf of WSCA-NASPO and the State.

For WSCA-NASPO and the State, the first point of contact is your dedicated Account Manager, Jim Chatfield. Jim assesses the resources needed to resolve the issue and gets the appropriate parties involved. Jim will also communicate the action steps that will be taken and when your issue will be resolved. Each participating entity will have a dedicated single point of contact to get all issues or concerns addressed.

For end-users, if question or concerns arise during the course of daily business, we encourage them to contact Office Depot|Max Customer Service at 877.969.OMAX, and communicate to your internal purchasing group any persistent issues.

If we cannot solve your problem within one interaction, we will open a case. This means the issue requires research or involvement from another department or facility. Less than 2% of interactions with customers result in opening a case. Once the issue is resolved, customers may choose to have the final resolution communicated via phone call or email. Cases are usually resolved within 24-48 hours.

In the unlikely event further escalation is needed, we will provide all necessary contact information all the way to the top of our organization. WSCA-NASPO and the State account are important to us, and we will work diligently to resolve any issues so our partnership remains mutually beneficial.

3. Training

Describe in detail the Proposer's ability to offer training that may be required to ensure ordering entities have a thorough understanding of all ordering processes including any online systems.

- a. Webinars
- b. Information and training materials that are translated into multiple languages such as Spanish, French and Chinese.

As previously mentioned, if WSCA-NASPO and the State's end-users have questions pertaining to the site, Office Depot|Max offers user guides and recorded demonstrations that individuals can access at their convenience. User guides include information such as contacts, numbers, hours of operation, cut-off times, internet procedures, delivery schedules, return policy, FAQs, etc. These reference materials are straight forward, easy to follow, and customizable based on account rules and preferences at no additional charge to WSCA-NASPO and the State.

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Additionally, we have the ability to offer training materials in WSCA-NASPO and the State's requested language including Spanish, French and Chinese.

» See attached Office Depot|Max MT Rollout.

4. Geographic Coverage

For those states proposed, describe Proposer's sales and service coverage area.

Office Depot|Max has a complete national infrastructure designed to provide optimal service and support to our customers. We provide a combination of local and centralized support in order to balance customer service needs with efficient, cost effective support models. Office Depot|Max has 34 Customer Fulfillment Centers, 78 sales offices, and over 1,900 retail stores across the United States.

Office Depot|Max Account Managers have an unmatched ability to streamline a customer's purchasing program. With over 1,400 highly trained Account Managers and District Sales Managers nationwide, our dedicated teams have the knowledge and know how to evaluate your procurement program and implement efficiency, Green initiatives, cost savings and control. Please see section 1 for complete listing of personnel that covers all on WSCA-NASPO.

5. Sustainability Quest

List and describe the Proposer's programs, accomplishments and plans related to improving the sustainability of its operations.

Office Depot|Max has an industry-leading global environmental sustainability strategy that can be summarized in a simple statement: we strive to *Buy Green, Be Green and Sell Green*. By implementing a broad range of initiatives under this strategy, Office Depot|Max has not only measurably improved our own environmental performance, but enabled our suppliers and customers to do the same. For three years, 2010, 2011 and 2012, we were ranked America's greenest large retailer in America by Newsweek Magazine. This was due to our extensive environmental program and year over year environmental footprint reduction. In 2012, Office Depot|Max was not evaluated in the Newsweek Green Rankings because we were not included in the 1000 largest U.S. companies by Market Capitalization.

Office Depot|Max has metrics and goals in each area of our strategy and we have a very customer-centric view on environmentalism. We are continually focused on helping our customers achieve their environmental goals; a key aspect of our environmental program. A primary area of focus for us is and will continue to be is helping WSCA-NASPO and the State understand their green spend behavior, and cost-effectively shifting to greener spend.

For more information on our environmental and social sustainability efforts you can view our corporate citizenship report via the following link: www.officedepotcitizenship.com

a. Does Proposer have a written sustainability policy?

Yes. Office Depot|Max has a written sustainability policy.

i. If yes, please attach a copy and explain how it is being implemented.

The Office Depot|Max Environmental Policy aligns our strategy to *Buy Green, Be Green and Sell Green*, and we measure and report progress annually. We implement initiatives that improve our environmental performance in the following ways:

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

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

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

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

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

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

We also "tell green" by engaging stakeholders and reporting performance annually in a standard environmental dashboard. This available at www.officedepot.com/environment

For more information on our environmental and social sustainability efforts you can view our corporate citizenship report following the link: www.officedepot.com/citizenship

- ii. If no, please describe any plans Proposer has underway to develop and implement a sustainability policy. N/A

- b. Does Proposer have one or more designated Sustainability Managers?

Yes

If yes, please describe the scope of their roles and responsibilities.

Yalmaz Siddiqui – Senior Director, Environmental & Supplier Diversity Strategy (Global)
Shela Fletcher – Senior Manager, Environmental Strategy (Europe)
Molly Ray – Manager, Environmental Solutions
Roger Howell – Senior Analyst Environmental Reporting
Zulema Ledesma – Senior Analyst, Environmental Products & Reporting

- c. Describe the environmental qualifications, accreditations, etc. (e.g., LEED AP) of the Proposer's staff.

Yalmaz Siddiqui – Senior Director, Environmental & Supplier Diversity Strategy (Global): M. Phil, Environment & Development, University of Cambridge (1993); Founding Chair, Sustainable Purchasing Leadership Council; Board member: EPA's National Advisory Council for Environmental Policy & Technology (NACEPT)

Shela Fletcher – Senior Manager, Environmental Strategy (Europe): Masters of Energy Policy, Boston University

Molly Ray – Manager, Environmental Solutions: MBA, Sustainable Business, Bainbridge Graduate Institute

Zulema Ledesma – Senior Analyst, Environmental Products & Reporting: LEED Green Associate

- d. Describe the scope and accomplishments of any specific sustainability initiatives that the Proposer has implemented to reduce the negative environmental, health and/or social impacts of its operations. For example, what has Proposer done to:

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about 370 Olympic-sized swimming pools. By 2011, our water use dropped to 183 million gallons -- a water footprint reduction of 80 pools. Additionally, we are strong supporters of USGBC's LEED programs; many of our stores are LEED certified and our Global Headquarters in Boca Raton, Florida is LEED EB Gold certified.

v. Reduce paper consumption;

Office Depot|Max offers many paper products that contain 30% post-consumer recycled content or higher, as well as several products that are processed chlorine free. We also carry our own private-label brand of recycled content paper products that offer economical options.

Our Corporate paper policy includes a commitment to set robust targets for increasing FSC and recycled content in our papers and reporting annually on our progress toward those targets. In 2008, Office Depot implemented the practice into its own operations that defaulted printers to 30% post-consumer recycled content paper and double-sided printing.

vi. Promote "green chemistry" and reduce the amount of toxic chemicals that are used and/or released by Proposer (particularly those that can persist in the environment or bioaccumulate in living organisms);

Office Depot|Max promotes green chemistry by working with suppliers to phase out potentially harmful chemicals (such as PVC or BFR) and to encourage products certified to be made with safer chemicals that comply with credible certifications such as EPA DfE, Greenseal, EcoLogo, GREENGUARD etc.

Safer chemistry is part of Office Depot|Max's overall effort to grow our greener product assortment. We continually encourage our customers to purchase more environmentally friendly products; reducing the environmental footprint from their own purchasing choices. Our Green Book catalog simplifies the green shopping experience for our contract customers, maintain a GreenerOffice Web store that runs regular promotions on greener products, and have the industry's leading set of Green Solutions, almost all of which were developed with specific customers. We currently offer over 13,000 environmentally friendly products.

vii. Implement green building practices (such as LEED) in Proposer's facilities that are located in any of the WSCA-NASPO Participating States; and

In total, Office Depot|Max has over a million square feet of LEED certified facilities in North America. Our first LEED Certified Retail Store was opened in 2008 and was the first in our industry. Today, we have 40 stores pursuing LEED CI. Our headquarters in Boca Raton, Florida was certified LEED EB Gold in September 2010 and we are pursuing LEED certification at many of our Distribution centers.

viii. Improve the sustainable sourcing and manufacturing practices of Proposer's supply chain.

Office Depot|Max does not manufacture products, however our environmental focus with our suppliers has five main dimensions as outlined below:

1. For our 'most material' product categories of ink & toner and paper we have strict requirements. We have an industry-leading paper purchasing policy as referenced in this recent press release:

<http://news.officedepot.com/press-release/corporate-social-responsibility/office-depot-releases-greener-paper-purchasing-policy>. Additionally, we have also required our main remanufactured ink & toner to pursue EcoLogo certification.

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- i. **Reduce the amount of energy that is consumed to maintain Proposer's operations through energy efficiency improvements or the installation of renewable energy technologies;**

Over the last decade, Office Depot|Max has implemented energy efficiency efforts at our North American facilities. Throughout this process we have saved millions of dollars in energy costs and lowered our carbon footprint. Each year we continue to decrease energy usage, energy intensity and subsequent carbon emissions. In 2003, Office Depot|Max managed 34.4 million square feet of facilities across North America. By 2012 the facilities footprint had grown by 1%, but total carbon footprint was down 43%. The remarkable reduction of one of our main environmental impacts arose from a culture of innovation and willingness to pilot new ideas in our real estate and construction teams. Our big wins were in lighting, HVAC and energy management systems. In 2012, we were recognized for our carbon reduction by the EPA with their Climate Leadership Award. Additionally, we also won EPA's Energy Star National Building Competition Top Retailer, EPA's Energy Star Certification for Superior Energy Efficiency at our Office Depot|Max Global Headquarters and EPA's Energy Star Leader award.

- ii. **Reduce and track the amount of greenhouse gas emissions that are generated by Proposer's operations;**

Office Depot|Max participates in formal reporting of our GHG emissions. Since 2004, we have published an annual Corporate Citizenship Report, reviewed by PricewaterhouseCoopers. Each annual report follows EPA GHG protocols, as well as the Global Reporting Initiative (GRI). Since 2007, we have participated in the Carbon Disclosure Project and from 2007 - 2010, we participated in USA EPA's Smartway Transportation Partnership Program (2008 Office Depot|Max was recognized with Leadership in Fuel Efficiency Award). From 2007 to 2011, we were reported to USA EPA Climate Leaders (program is now defunct).

In addition, Office Depot|Max works with our customers to establish voluntary Minimum Order Value (MOV) programs to reduce the number of small orders and the number of deliveries necessary. When multiple customers in a region support our MOV programs, this helps us limit deliveries and contributes to carbon footprint reduction. We have established a range of ordering tools to assist customers to meet this requirement easily without taking more time which helps raise the compliance level.

- iii. **Increase the usage of recycled-content products and other environmentally preferable goods and services when operating Proposer's business;**

Office Depot|Max recycles its paper, cardboard, wood pallets, plastic shrink wrap, plastic, metal and electronics internally. We also reuse our store shelving fixture when we close down a store and open another; this practice has prevented thousands of tons of material entering landfills a year. Additionally, we help our customers recycle by offering customer recycling programs. In the last decade, we have recycled over 105 million ink and toner cartridges and over 4,000 tons of technology.

- iv. **Reduce water consumption;**

As an office supply distributor, we do not use a lot of water—It is not our most "material" environmental footprint. However, as an environmental leader, we know that access to water is a growing concern in the world, and an issue in which everyone has an interest. As such, we've placed greater emphasis on water efficiency, conservation and leak avoidance at our Headquarters location, retail stores and warehouses. In 2009, we used 284 million gallons of water across all facilities – the equivalent of

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2. For all office suppliers we do business with, we make aware of marketplace trends and actively encourage them to add environmental attributes and eco-labels. We have found this 'carrot' based approach works well with a wide range of vendors and provides them an incentive to improve their environmental sustainability performance.

3. We require our transportation service partners are Smartway Certified.

4. Our Ariba system has built-in questions where our suppliers of all 'indirect' goods and service vendors disclose how they operate in line with our approach to 'buy greener, be greener and sell greener'. Here they are asked to provide evidence of their policies, strategies and greener product options, and are evaluated on their responses.

5. At our Global Headquarters, we have achieved LEED for Existing Buildings Gold certification. Suppliers of goods and services to our Headquarters must meet our LEED-EB purchasing policies.

Additionally, we have a series of internal green purchasing goals as well as the following public goals:

- Source third-party certified green products in each major category we sell where there is a credible third-party ecolabel.
- Ensure 80% of marketing papers come from certified well-managed forests, with 40% from FSC-certified forests.
- Ensure 80% of office products used internally is from the Office Depot|Max Green Book.

» See attached Office Depot|Max Corporate Citizenship Report.

6. Environmental Services

6.1. Recycling

Describe any programs the Proposer can offer to facilitate the collection and recycling of any products, shipping containers and/or other packaging materials associated with the products) that it is offering under this Master Agreement. In particular, please describe any programs (including details about the cost and Proposer's experience offering it to other customers) that Purchasing Entities will be able access through Proposer to facilitate the collection and/or recycling of the following items:

a. Toner and ink cartridges

Office Depot|Max provides easy recycling solutions for used ink and toner cartridges. Used ink and toner cartridges may be placed in the original box with the enclosed return label and picked up by the Office Depot driver or returned directly to the recycling facility.

Additionally, participating States in the U.S. can participate in the MyBusinessRecycles program, whereby you recycle your empty ink/toner cartridges and small electronics and receive payment for the value of the items.

b. Batteries (including rechargeable and single-use batteries)

Office Depot|Max will work with each state entity to implement a battery recycling program. For single use batteries, participating locations would need to purchase plastic recycling bins designed for dry-cell batteries and fill them with collected batteries. Once filled, the battery

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recycling bins would be closed and sent back to the recycling center using prepaid, pre-addressed labels – for responsible recycling. For rechargeable batteries, Office Depot|Max would direct participating locations to use the RBRC.org free rechargeable battery recycling program.

c. Fluorescent lamps

Office Depot|Max provides fee-based recycling boxes that will help WSCA-NASPO and the State divert mercury-containing bulbs from landfills. WSCA-NASPO and the State order their box, fill it and ship it using the included prepaid labels. (Note: boxes are designed for intact bulbs only.) For fluorescent lamps, a Certificate of Recycling will be returned to you for Federal and State compliance.

d. Small electronic equipment

Office Depot|Max provides fee-based recycling boxes that help turn trash into useful raw materials. WSCA-NASPO and the State can order your box size, fill it with acceptable tech items and bring it to an Office Depot|Max retail store unsealed. We will mail it to our partnered tech recycling facility.

e. Other types of products offered on this Master Agreement

Office Depot|Max offers a recycling program for writing instruments organized through our vendor partners. Participating locations can sign up to run 'writing brigades' to collect used writing instruments that are sent back to Terracycle for 'upcycling' into new items.

f. Pallets and other types of packaging for products offered on this Master Agreement.

Office Depot|Max will work with WSCA-NASPO and the State and participating states to identify priority products for take-back programs. This includes but is not limited to the ability to add Zero waste boxes from an organization such as Terracycle.

6.2. Environmentally Preferable Transportation Methods and Practices

Describe any initiatives the Proposer has in place and is offering on this Master Agreement to utilize environmentally preferable transportation methods and practices for delivery of its products? For example:

a. Are any of the Proposer's transportation vehicles certified by the EPA SmartWay Partnership?

Yes. Our private fleet is SmartWay certified, and we work with our customers to deliver their products in an environmentally responsible manner, using reusable bins with customers when possible, and on a reduced delivery schedule that meets customer needs.

As detailed in the table below, the majority of Office Depot|Max's Third Party Logistics (TPL) providers are also EPA Smartway Certified.

Partner	Type of Partner	City	State
CEVA Ground US, LP	Logistics	Houston	Texas
Crowley Logistics, Inc.	Logistics	Jacksonville	Florida
Harte Hanks Logistics	Logistics	Deerfield Beach	Florida
Toll Global Forwarding	Logistics	Carteret	New Jersey
J.B. Hunt Transport, Inc.	Multi-modal	Lowell	Arkansas
Schneider National, Inc.	Multi-modal	Green Bay	Wisconsin

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Cardinal Logistics Management Corporation	Truck Carrier	Concord	North Carolina
Interstate Distributor Co.	Truck Carrier	Tacoma	Washington
UPS Small Package	Multi-modal	Atlanta	Georgia
Hazen Transport	Truck Carrier	Taylor	Michigan
Matson Logistics	Logistics	Oakbrook Terrace	Illinois
Transplace	Logistics	Frisco	Texas

b. Does Proposer use hybrid, electric or alternative-fuel vehicles, or bicycles to deliver any of Proposer's products?

Yes. Office Depot|Max uses a local electric bike delivery service, B-line, for all shipments to the City of Portland's downtown offices. The number of bikes B-line uses for Office Depot|Max on any given day depends on the volume of sales on that day and routes.

Currently, however, alternative fuel vehicles are not a major component of our transportation program. Office Depot|Max works with third party logistics providers that pool goods from multiple shippers and allow the 'transportation system' to operate more efficiently overall. We believe this is a more fuel-efficient way to ship because more deliveries can be made with fewer trucks - reducing carbon and air pollution. Nevertheless, we remain committed to reducing our transportation carbon footprint by pursuing innovations in delivery methods. Office Depot|Max is testing the use of multiple lower-emission vehicles, including compressed natural gas (CNG) vans, CNG tractor-trailers and electric bikes.



c. Has Proposer implemented any programs to reduce the frequency of Proposer's deliveries?

Yes. Office Depot|Max works with our customers to establish voluntary Minimum Order Value (MOV) programs to reduce the number of small orders and the number of deliveries necessary. When multiple customers in a region support our MOV programs, this helps us limit deliveries and contributes to carbon footprint reduction. We have established a range of ordering tools to assist customers to meet this requirement easily.

d. Has Proposer implemented any program to reduce the use of shipments via air travel?

Office Depot|Max uses private fleet where it makes the most sense to deliver WSCA-NASPO and the State's products, therefore, eliminating air travel as much as possible. Though we know that third-party carriers such as UPS, FedEx and USPS use air travel when necessary, the distance of our 38 Customer Fulfillment Centers allows us to minimize air travel when possible.

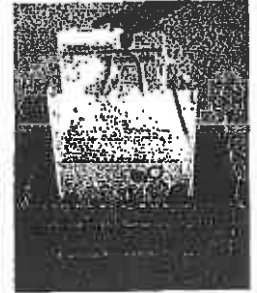
e. Does Proposer have any other environmentally preferable transportation methods or practices?

WSCA-NASPO and the State of Oregon was OfficeMax's pilot customer in 2005 for the returnable tote program that reduces waste by shipping supplies in a returnable container.

In 2011, Office Depot launched our new GreenerOffice™ Delivery Service available to our business customers. We are the first in our industry to offer delivery of office supplies in a recycled and recyclable bag, instead of a box.

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Over the years, Office Depot has used millions of cardboard boxes and plastic air pillows for delivering our products. A significantly greater amount of wood is used in the production of corrugated boxes than what is used in the production of paper bags. When orders are delivered in bags, we reduce the number of boxes used for deliveries and also eliminate the use of air pillows. The bags contain 40% post-consumer recycled content and the reusable plastic tote that protects the bags during transportation contain 60% post-consumer recycled plastic.



By using paper bags instead of boxes:

1. Deliveries are more convenient to open;
2. Recycling packaging materials is simple;
3. Cardboard waste is reduced and air-pillows are eliminated
4. Trash haulage / disposal costs are reduced for customers who can't easily recycle cardboard

Office Depot/Max estimates that shipping supplies in bags instead of boxes saves 20,000 trees annually.

Include information about the Proposer's experience providing environmentally preferable transportation methods and practices for another customer? Please include a reference of a jurisdiction or organization to which Proposer has provided this service if it has one.

As described earlier, Office Depot/Max's bicycle delivery in Portland is through a company called B-Line. We have been successful delivering to the downtown core which includes customers such as: City of Portland, Portland State University, and Portland Timbers. We communicate regularly with the owner and staff of B-Line to ensure customer satisfaction and feedback. Contact information for B-Line is below:



7. Emerging Small Business (ESB), Minority Business Enterprise (MBE) And Women Business Enterprise (WBE)

The State of Oregon and other WSCA-NASPO entities that create a Participating Addendum desire to purchase products and services from ESB/MBE/WBE-registered or -certified businesses. For those firms to qualify as an ESB/MBE/WBE-supplier, the listed companies must be registered or certified with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. (The Contract Manager upon its discretion will conduct periodic site inspections of any registered ESB/MBE/WBE participants.

7.1 Describe how the Proposer will provide opportunities for registered ESB/MBE/WBE companies. At a minimum, the following must be addressed:

- a. Describe in detail how the Proposer will work with registered ESB/MBE/WBE companies to acquire products for this Master Agreement.

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Office Depot|Max is committed to strengthening the diverse business community economically which contributes to the overall economic growth and expansion in our markets. We realize incorporating diverse and inclusive practices into our business is crucial to the success of our company. Therefore, Office Depot|Max is committed to integrating certified diverse businesses into our supply chain in order to execute corporate strategy.

It is our corporate policy to offer diverse businesses an opportunity to compete on an equal basis with all other bidders. In addition, Office Depot|Max provides mentoring to diverse vendors in the developing and strengthening of our business partnerships.

For the purposes of our company policy, a certified diverse business is defined as a US business enterprise that is at least fifty-one percent owned, managed and controlled by members of an ethnic minority group (Asian-American, African-American, Hispanic-American, Native American) or women; and has obtained certification from the National Minority Business Development Council (NMSDC) and/or the Women's Business Enterprise National Council (WBENC).

- b. Describe in detail how the Proposer will track all purchases of products and services offered by ESB/MBE/WBE-registered businesses, including ordering, delivery, and invoicing.

Office Depot|Max can provide WSCA-NASPO and the State with Diversity Usage Reports. These reports are available on a monthly, quarterly, or annual basis. They provide breakdowns by dollars and percentages for both the current time period and year-to-date. The Diversity Usage Reports are detailed at the item level and summarized by the following categories for all suppliers:

- Non-Minority Suppliers
- Minority Business Enterprise (MBE)
- Woman Business Enterprise (WBE)
- Veteran Business Enterprise (VBE)
- Disabled Owned (For-Profit)
- Physically Challenged (Not For-Profit)
- 8(A) Designation
- HUB Zone Certified
- Small Business
- Small Disadvantaged Business (SDB)

» See attached Office Depot|Max Sample Diversity Usage Reports.

- c. Provide a list of products and services available to be purchased from ESB/MBE/WBE-registered or -certified companies under the proposed Master Agreement.

The following is a list of all MBE/WBE-certified products offered by Office Depot|Max:

Abisco (MBE)
Ring Binders

Omar Medical Supplies (MBE)
First Aid Kits
Multipurpose Gloves

AccuBANKER (WBE)
Counterfeit Detectors

Pitt Plastics (MBE)
Can Liners

Alliance Rubber Company (WBE)
Rubber Bands

Pointe (MWBE)
Mechanical Pencils
Pencil Grips

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Aspire Coffee Works (AbilityOne™)
Coffee

Baumgartens (WBE)
Clipboards
Fingerprint Ink Pads

Chicago Lighthouse Industries (AbilityOne)
Clocks

IPW (MBE)
Toner Cartridges
Remanufactured Toner Cartridges

Hess Advanced Technology (MBE)
Dry Erase Board Cleaner
Screen/Lens Cleaners

Kelly Computer Supply Company (MBE)
Copyholders
Footrests
Keyboard Platforms & Trays
Mouse Pads
Wrist Rests
Master Manufacturing/

Master Caster (WBE)
Casters
Cleaning Gloves
Door Stops
Furniture Cleaners
Lumbar Support

Pencil Sharpeners

Simon by SJ Paper (MWBE)
Filing Labels
Index Dividers
Mailing Labels
Storage Boxes

SJ Paper (MWBE)
Classification Folders
End-Tab Folders
Expanding Folios
Expanding Wallets
File Folders
File Jackets
File Pockets
Folders with Fasteners
Index Cards

SKM Industries (MBE)
Correction Fluid
Correction Pens
Correction Tape

Smead (WBE)
Classification Folders/Folios
Expanding Files
Expanding Wallets
File Folders
File Pockets
Hanging Folders/Pockets
Labeling Systems
Poly Folders

South Coast Paper (MBE)
Business Envelopes
Clasp Envelopes
Kraft Envelopes
Legal Pads/Recycled Legal Pads
Multipurpose Paper

Stride (WBE)
Ballpoint Pens
Binders
Counterfeit Detection Markers
Gel Ink Pens
Highlighters
Index Dividers
Rollerball Pens
Sheet Protectors

Tribeca (MBE)
Camera Memory Cards
Flash Drives

Seat/Back Cushions

Officemate/OIC (MBE)
Bookends
Business Card Holders
Clipboard Cases
Desk Accessories
Paper Clips
Scissors
Staplers/Staples
Telephone Stands
Wall/Vertical Files

- d. Describe how the Proposer will make its best efforts to increase the number of products and services acquired from registered or certified ESB/MBE/WBE businesses that will be available to Purchasing Entities under the Master Agreement.

Office Depot|Max is firmly committed to increasing economic development opportunities for firms owned and operated by minorities, women, service-disabled veterans, gay/lesbian/bi-sexual/transgender persons, and firms employing persons who are developmentally or physically challenged. These firms are collectively referred to as diverse suppliers.

As part of our commitment, we develop and implement new and innovative strategies that foster and promote value-added business partnerships for internal consumption, Tier 1 solutions for our customers, and Tier 2 resale for MWBE firms. Our leadership, commitment, innovation, growth, and success serve as testimony to the spirit and continuous quality stewardship we have over this program:

Leadership
Commitment
Innovation
Success

Office Depot|Max implemented a corporate supplier diversity policy without any government, competitive, or customer mandates over 30 years ago. Our continuing active commitment is exemplified in our various advocacy group memberships. Office Depot|Max is a founding member of the National Minority Supplier Development Council, and subsequently became a national member of the Women Business Development Council and the National Hispanic Chamber of Commerce.

Our corporate policy is to stimulate the economic growth of the diverse business sector by pursuing purchase opportunities from diverse business enterprises that bring a value-added proposition. We support requests from diverse business enterprises for technical assistance in areas that are essential to business development and growth. Office Depot|Max has also developed a working relationship to distribute products produced by the National Industries for the Blind and National Industries for the Severely Handicapped.

In 1992, we developed an innovative resale program through which we purchased office product inventory manufactured by MWBEs and marketed it for resale to our extensive customer base. We originally called this our "Opportunity Office Products Program". Since then we have changed the thrust of the program and integrated it into our overall Supplier Diversity Program. Our Supplier Diversity Program has become a model for our industry and others.

As evidence of our growing Supplier Diversity Program, our full-line catalog for 2014 contains 308 MWBE/PC products from 15 Diversity suppliers. Each product is aesthetically displayed and conveniently indexed. In 2013, we worked with 400 diverse companies, including 90 MBEs, 138 WBEs, 22 MWBEs, and 75 SDVs/PCs, with a total purchase volume of \$190 million. Overall, our success is truly measured by our customers' response: channeling more of their purchase dollars toward diverse suppliers.

- e. Describe any other products or services the Proposer can offer on this Master Agreement that supports ESB/MBE/WBE suppliers.

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All Office Depot|Max diverse products and services are detailed in question 7.1.c above.

8. Environmentally Preferable Packaging Describe how the Proposer will:

- a. Reduce the amount of packaging associated with the delivery of its Office Supplies and Equipment while maintaining product integrity;
- b. Use packaging (such as corrugated cardboard) that is easily recyclable in the recycling programs that are currently in place for each WSCA-NASPO Participating entity that creates a Participating Addendum;
- c. Use packaging that is refillable or returnable to the Proposer or original product manufacturer at no cost to the end-user;
- d. Use packaging that certified by a third party such as the Biodegradable Products Institute (BPI) to be acceptable in commercial composting facilities; and
- e. Deliver products in packaging that is comprised of recycled-content or third party-certified environmentally preferable materials such as paper that is certified by the Forest Stewardship Council (FSC).

Office Depot|Max has changed the way we do business to create a more environmentally sustainable delivery process. By utilizing reusable tote containers, along with recycled paper bags, we have dramatically reduced the amount of cardboard packaging customers receive from us on everyday deliveries. The GreenerOffice™ Delivery Service offers:

- Bags stapled closed to secure; liquid or chemical products are shipped in plastic zip-lock bags in case of accidental spillage
- Bags contain 40% recycled material
- Bags can be re-used afterward for other purposes
- Bags are rated up to 25 lbs, and are packed up to around 17 lbs
- Each bag contains a packing slip
- Only the bags are delivered, the totes are taken back to the truck so nothing is left onsite

The benefits of this program include:

- Lifecycle environmental impact reduction through less wood, energy, greenhouse gases, wastewater and solid waste
- Elimination of plastic air bubble packaging material and more than 4,000,000 cardboard cartons from the waste stream in the USA
- Large orders are be divided into several bags and totes depending on size plus more accommodating for small orders

Include information about the Proposer's experience providing environmentally preferable packaging materials or reducing packaging for another customer. Please include a reference of a jurisdiction or organization to which the Proposer has provided this service if it has one.

Office Depot|Max is proud of our partnership with the City of Portland. One of our greenest customers, the City utilizes our tote program and receives deliveries via bicycle. The City's contact is:



9. Return Policy

Describe in detail how Proposer handles returns and describe the return policy.

At Office Depot|Max, you may return any item found in the Office Depot|Max catalogs for a full credit within 30 days from the date of purchase with packing list. With the exception of damaged or defective items, products must be returned in resalable condition and in the original manufacturer's packaging where applicable. There are no restocking or freight charges for stocked items.

To process a return, end-users can call Office Depot|Max Customer Service, or fill out the return request form on our website, in order to receive an Authorization to Return (ATR) number. The product will then be picked up on the next scheduled delivery day by an Office Depot|Max driver, FedEx, UPS or common carrier.

We will always review the request for a return if past 30 days to see if we can process it for any participating entity. WSCA-NASPO and the State can attest that we accommodate these requests to the best of our abilities.

»» See attached Office Depot|Max Return Policy.

10. Contract Management

Describe the Proposer's strategy for contract management, including the roles and responsibilities as they relate to participating states for each of the proposed account teams that will handle contract management issues.

Office Depot|Max Account Managers have an unmatched ability to streamline a customer's purchasing program. With over 1,500 highly trained Account Managers and District Sales Managers nationwide, our dedicated teams have the knowledge and know how to evaluate your procurement program and implement efficiency, cost savings and control.

Office Depot|Max Account Managers provide the personal attention you deserve and require. Their main responsibility is geared toward building client relationships by being your dedicated resource and trusted advisor. Account Managers implement and maintain a strategic purchasing program that accomplishes category consolidation expense management, and most importantly, lowers your overall procurement costs. You can count on every one of our Account Managers to:

- Understand your office supply, paper, print, furniture, facility, and technology product needs.
- Respond promptly to your questions and inquiries.
- Coordinate and conduct on-site requisitioner training.
- Offer recommendations of lower-cost alternate products.
- Analyze usage to ensure that the highest use items receive the deepest discounts.
- Present continuous process improvement opportunities.
- Pursue streamline opportunities where they exist to meet WSCA-NASPO and the State's goals and objectives.

All Office Depot|Max Account Managers have laptops and smart phones, giving them greater availability and real-time access to product and customer information. With the latest tools in technology, Office Depot|Max field executives have the authority to make decisions and resolve any issues. As a result, our customers receive timely information and a higher level of service.

11. Vendor Marketing – Implementation Plan and Transition

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- a. Describe the Proposer's ability to promote the products and services offered on the awarded Master Agreement at trade shows, seminars and other similar events to Purchasing Entities.

Office Depot|Max can conduct product fairs for WSCA-NASPO and the State. We often refer to our suppliers' expertise about their products and utilize their assistance in putting together the programs. Product fairs may include, but are not limited to:

- Green Products Fair
- Ergonomic Products Fair
- Calendar Fair
- New Products Fair

In addition, Office Depot|Max account executives will periodically meet with your organization to review new products and suggest alternate lower cost products. They can provide samples for testing and arrange meetings with manufacturer experts, as well as visits to manufacturer plants. This review process offers your purchasing professionals the chance to evaluate products before purchasing them.

- b. Describe the Proposer's capabilities to develop and/or implement a marketing plan that minimally includes: Announcement of the award in collaboration with WSCA-NASPO and ongoing marketing of the Master Agreement and within the awarded service area.

Office Depot|Max can create customized roll out materials for each State location. These instructional packets will contain helpful information end-users might need in their day to day interactions with Office Depot|Max. Typical roll out packets include the following and can be accessed via a hyperlink that is customized for each State's needs:

- Ordering phone and fax numbers
- Website set up process
- Account Manager Contact information
- Hours of operation
- Company account number
- Order cut-off times
- Delivery schedules and commitments
- Return procedures

Office Depot|Max can also work with WSCA-NASPO and the State to develop a communication plan to increase contract compliance among your end-users. Communication options can include personal phone contact, emails, customized brochures, or web banners. Office Depot|Max Marketing Teams can partner with WSCA-NASPO and the State to produce educational or promotional materials that can be used to effectively communicate your initiatives.

12. Community Rehabilitation Program (CRP)/Qualified Rehabilitative Facilities (QRF)

Describe how the Proposer will support the use of products and/or services sourced from the CRP or QRF programs.

Whenever possible, Office Depot|Max will engage CRP and QRF suppliers and products into our office supply assortment to support the contract. We will work with each State and the associated agency or department on their certified CRP and QRF entities to best integrate them into the agreement. This is a process Office Depot|Max currently conducts this review with WSCA-NASPO and the State's Governor's Office and the DCBS agency. We welcome the opportunity to discuss this further with all entities upon contract award.

13. Retail Store Purchases (All Proposers)

Describe the availability of contracted items through the Proposer's retail stores. Please provide a list of retail locations in each of the WSCA-NASPO participating states. Provide a narrative that explains how Purchasing Entities will be able to make purchases at the Proposer's retail stores, make payment for those items, and have those items included in the reporting described in Section 3.3.5.11.

The Office Depot|Max Retail ConnectSM program provides our contract customers with the convenience of shopping at any of our nationwide retail stores. Whether it's the weekend, after hours, or you just need something immediately, Office Depot|Max has an efficient solution for your business.

WSCA NASPO and the State's end-users will see their negotiated contract price right at the register at checkout time. This is very useful when someone isn't sure which item might be one of your value items -- just bring the products to the cashier and see which item reflects your preferred pricing.

In order to do this, the retail cashier and system need to identify the customer and match them to their valid SKUs and negotiated contract pricing. This identification enabler is an 18-digit barcode number. Office Depot|Max will provide State end-users with a plastic card or labels displaying the barcode identifier. Cards can be assigned at the organization level, organization location/department level, or individual level, and can be placed on the back of a corporate procurement card or favorite credit card. We can then bill your in-store purchases through your standard contract invoicing, or you can pay for your purchases in-store.

Additionally, our system uses best price logic, meaning users will only be charged the lowest available cost at the point of order, whether that is contract or sale pricing.

Office Depot|Max can also provide WSCA-NASPO and the State with Usage Reporting for the purchases made in our retail stores. Whenever a Retail Connect card is used in our stores, the purchase will be tracked for reporting purposes. The reports can be generated for your organization as a whole, or they can be broken down to match the retail card identifier level you have selected -- department/cost center or individual. These reports will include all Retail Connect purchases, including SKU-level detail for all contract items.

»» See attached Office Depot|Max Retail Store Listings.

- a. Describe the Proposer's customer service, including hours of operation, emergency protocol, etc. In addition, describe any extra benefits Purchasing Entities could receive, such as a dedicated customer service representative for the Master Agreement. Proposers will be required to provide a Toll-free telephone number for their retail store.

As noted earlier, Office Depot|Max employs approximately 1,000 Customer Advocates with the skills, knowledge and expertise to proactively service a broad range of Office Depot|Max customers. Our vision is to offer world-class service, consistently lower our cost of operation, and add value to the relationships with our customers.

Our Customer Service Support Centers can be reached at 877.969.6629 and operate from 6:00 am to 9:00 pm (CST) Monday through Friday. Office Depot|Max associates are available for web collaboration from 7:00 am to 7:00 pm (CST).

Onboarding and transitioning customers can call 888.777.4044. This nationwide toll-free number routes to our Customer Service Center that operates from 7:00 am to 8:00 pm (EST).

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If WSCA-NASPO and the State have unique business rules and needs regarding customer service inquiries, we would work with you to determine the type of service your account requires. In some cases, a dedicated team may be assigned to handle the accounts of large, high-profile, complex customers. All Customer Advocates have immediate access to detailed notes about every customer, which assists them in servicing each account efficiently. This means that regardless of the size of the account, all customers receive the same level of exceptional service.

WSCA-NASPO and the State can call 800.283.7674 for any questions regarding our retail stores. We do not provide individual toll-free telephone numbers for each store location.

b. Each State has many different payment methods, i.e. Electronic funds Transfer (ETF), Voucher, Credit Card. What methods of payment does Proposer accept?

1. Purchase Orders: X
2. Credit Cards
 - Visa: X
 - Master Card: X
 - Other (list): X (Discover, American Express)
3. EFT: X
4. Voucher: _____
5. Other: _____

The payment process for in-store purchases depends upon whether WSCA-NASPO and the State use billable or non-billable Retail Connect cards. With billable cards, WSCA-NASPO and the State's store purchases are billed through your standard invoicing process. The invoice will note that these purchases were made in-store. For non-billable cards, all purchases will need to be paid for at checkout through any accepted method, i.e. credit card or cash.

c. If a Purchasing Entity wants to purchase on terms, within how many days can they expect their account to be set up?

Depending on how much customization needs to be done (assigning accounts, ship-to locations, cost centers, restrictions, etc.) this ranges from 3-10 minutes once all of the information is received. We strive for a 24-hour turn around for a new user setup. If it is a new company setup on our website, then we strive to complete the implementation within 30 days as this requires discussion and verification of customer business rules.

d. Within how many business days can customers expect their products to be delivered?

As noted previously, Office Depot/Max's standard lead-time is next business day delivery.

- e. Describe how the Proposer will ensure the accuracy of its:
- i. Accounting (ensuring that orders and payments will be applied to the correct account)
 - ii. Billing invoices
 - iii. Supporting documentation
 - iv. Usage reports
 - v. Purchasing Entity Purchase Orders
 - vi. Master Agreement Pricing (For example, how will the Proposer ensure that all Purchasing Entities will get agreed-upon Master Agreement Pricing?)

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Office Depot|Max has the infrastructure in place to ensure total data integrity from order entry through billing. Order records, regardless of their order source, use a common item and contract file. Pricing is attached to the order record and passed through the fulfillment cycle to a centralized billing process. This process allows us achieve over 99% billing accuracy.

There are a few factors that could cause an invoice to be incorrect or to not match the original purchase order.

- The order is entered incorrectly. If an order is not entered correctly, the incorrect product will need to be returned and a credit will be issued.
- Contract prices were recently changed. If your organization uses a static catalog to issue purchase orders, the catalog prices need to be updated when changes are made to your contract pricing.
- The Office Depot|Max contract price file is incorrect. In rare cases, Office Depot|Max could have a different price entered in our contract pricing database than the agreed upon amount, and we will rectify this issue to ensure all future orders are billed correctly.

Office Depot|Max does not typically factor orders that are entered incorrectly and bills that do not match the purchase order due to outdated catalogs into invoicing accuracy rates. If the Office Depot|Max contract price file is incorrect and we bill WSCA-NASPO and the State the wrong amount, we will immediately begin the process to issue a credit for the difference between the invoiced price and the correct price—credits will usually be applied within 24–48 hours.

- f. Explain the Proposer's capabilities to create customized shopping lists for end-users, including blocking items, adding proprietary items, etc.

Office Depot|Max offers a variety of catalog options designed to help you achieve your procurement goals. Throughout our central catalog database, each SKU has only one product code number. From this source we are able to produce customer-specific item files, electronic catalogs, and custom catalog content. We have worked with thousands of customers to develop flexible programs using either a single type of catalog or a combination of catalogs, to help maximize their cost savings.

- g. Describe the Proposer's escalation procedures for back-orders, retired products, and other order problems. Include a description of how Purchasing Entity is notified of the delays for Off-Line Ordering Process.

Office Depot|Max strives for national consistency in everything we do. We firmly believe that by leveraging our size and strength as a global company, we are able to provide our customers with competitive pricing and world-class service. One of the key areas of importance to our customers is maintaining high service levels across the country on the products they are ordering. This means the reduction of backorders.

Our primary goal is to reduce the occurrence of backorders. We manage our warehouses well, which means stocking what our customers use. Our current overall service level is 98%. This is due to our extensive efforts to reduce the number of open orders.

In the event that Office Depot|Max is temporarily out of stock on an item, we first notify our customers in one of the following ways:

- A backordered item will be annotated on a FaxBack or email order confirmation.
- A backordered item will be annotated on the packing list that the end-user receives with the order. The packing list will automatically provide a systemically generated due date (this due date is based on average vendor lead time).
- Our internet ordering system provides in-stock/backorder status.
- In addition, customers phoning in orders will be notified of a backorder at the time of order placement.

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We then work to fill backorders. The first step is letting the system logic try to fill the item. Our computer takes all the backordered lines, and tries to fill them using our major wholesalers, United Stationers and S.P. Richards. If the system is unable to fill a line, it prints it on a daily report for purchasing. Each local purchasing group takes the report every day and sources backordered items. If an item is discontinued, or unavailable, the customer is called and given a choice of canceling the order, or specifying an alternate. The customer is also called if an item has an unusual lead-time.

The order is then placed to ship from the nearest, quickest source. At each step in the above process, more and more orders get filled, so by the time we issue purchase order numbers for backorders, we are usually dealing with less than 2% of our total lines.

State end-users will receive an acknowledgement of all pertinent information concerning the order just placed, including out-of-stock conditions and backorders. E-mail or fax acknowledgements are sent once the order has been committed. State end-users can request an acknowledgement at the time of order placement or it can be hard coded on their account to receive one with every order. Acknowledgements may also be sent for Credits, Debits, and Quotes.

14. Catalog

Describe Proposer's ability to provide a tailored catalog to meet the needs of different Participating Entities. For example, can the Proposer delete items or whole categories from its product offering at the request of individual states or other entities that sign a Participating Addendum?

Providing a robust, accurate, and effective digital assortment of products has become very important to our customers, and Office Depot|Max has developed sophisticated tools and databases to do just that. Consequently, we have the ability to electronically provide rich catalog content and we recognize content management as a key digital initiative going forward, especially as our SKU count continues to increase each year.

Within our electronic ordering system, Office Depot|Max can load customer core lists and pricing. Core list items are flagged with a contract icon so users can quickly identify your preferred items. In addition, users can sort searches by contract items and we will work with you to generate a comprehensive solution to drive end-users towards compliance.

Office Depot|Max works hard to empower our customers to make smart purchasing decisions, and that means building and maintaining a flexible digital catalog that is easy to use, while complying with your organization's business rules and objectives.

15. Sourcing and Labeling of Green Products

It is desirable for Proposers to offer a wide range of products with verified sustainability attributes.

15.1. Describe how Proposer identifies and verifies the environmental claims and other sustainability attributes of the products in Proposer's offering.

a. Does Proposer have a minimum threshold or established criteria for the products that Proposer consider to be "green" in Proposer's offering?

Yes. As detailed in the question below, Office Depot|Max has extensive criteria established that determines not only if a product is green but what "Shade of Green" it is depending on environmental attributes and eco-labels. This is reviewed and adjusted periodically by the Environmental Strategy team.

Office Depot GreenerOffice Rating "Shades of Green"

Office
DEPT Max

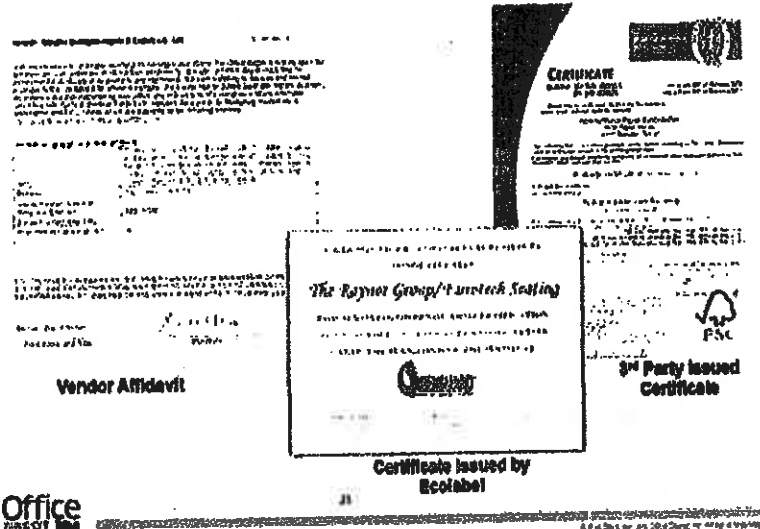
31

Office Depot Inc. 2010-2011 Environmental Report

b. How does Proposer verify the environmental and other sustainability claims of the products in Proposer's offering?

When a vendor is making an environmental claim on a product, Office Depot/Max validates the claim by requiring the customer provide 3rd party verification in the form of copy of the certificate, test report, or link to the 3rd party ecolabel/certifier where the product is listed. In the absence of a 3rd party verification, we request the vendor to fill out a 2nd party Certification Letter stating that the claims they make are accurate and true.

Examples of Ways to Validate a Claim



- c. Does Proposer rely on any third party environmental, health or other sustainability certifications? If so, please list all of the certifications and standards that Proposer uses to verify the sustainability claims of the products Proposer offers.

Office Depot|Max has an extensive list of all eco-labels and standards we use to verify environmental claims:

Standards

- ASTM D6866
- ASTM D4236
- ASTM D6400
- ASTM D6868
- CARB Compliant
- Cedar Grove Approved
- DIN EN 13432:2000-12
- ISO14001 Certified Factory
- NSF/ANSI 140
- NSF/ANSI 332
- NSF/ANSI 336
- NSF/ANSI 342
- REACH Compliant
- RoHS Compliant
- WEEE Compliant

Most Common Eco-labels

- BIFMA level 1
- BIFMA level 2
- BIFMA level 3
- BPI Compostable
- AP Nontoxic
- ECOLOGO
- ENERGY STAR
- EPA Design for the Environment

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- EPEAT Bronze
- EPEAT Silver
- EPEAT Gold
- Forest Stewardship Council (FSC) - Mixed
- Forest Stewardship Council (FSC) - Pure
- Forest Stewardship Council (FSC) - Recycled
- Green Seal
- Green-e
- GREENGUARD
- GREENGUARD Gold
- PEFC
- SCS Indoor Advantage
- SCS Indoor Advantage Gold
- SFI Certified Sourcing
- SFI Chain of Custody
- USDA Certified Biobased
- USDA Organic

Other Recognized Eco-labels

- 80+
- 80+ Bronze
- 80+ Silver
- 80+ Gold
- 80+ Platinum
- 80+ Titanium
- ABNT Associacao Brasileira de Normas Tecnicas
- American Tree Farm System (ATFS)
- Blue Angel (Germany)
- Canadian Standards Association Z809 SFM
- Carbon Trust
- Carbon Trust Carbon Reduction Label
- CarbonFree
- CarbonNeutral
- CertiPUR
- China Environmental Labelling
- China Environmentally Friendly Certification
- Cradle to Cradle Basic
- Cradle to Cradle Bronze
- Cradle to Cradle Silver
- Cradle to Cradle Gold
- Cradle to Cradle Platinum
- CRI Green Label
- CRI Green Label+
- Demeter Certified Biodynamic
- DIN Certco Compostable
- ECMA-370 - The Eco Declaration
- Eco Mark (Japan)
- Eco-Certified Composite (ECC)
- EcoLabelling Program in Ukraine
- Eco-Leaf (Japan)
- EcoMark India
- EcoMark Japan
- Ekolabel Indonesia
- Ekologicky setrny vyrobek (Czech)
- ENERGY STAR Most Efficient
- Environmental Choice (Czech Republic)
- Environmental Choice New Zealand
- Environmentally Friendly Label: Croatia

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- EPA Indoor airPLUS
- eStewards
- EU Ecolabel (EU Flower)
- Global Organic Textile Standard (GOTS)
- Good Environmental Choice Australia
- Good Environmental Choice- Bra Miljøval (Sweden)
- Green Choice Philippines
- Green Good Housekeeping
- Green Label (Israel)
- Green Label Scheme (Hong Kong)
- Green Mark (Chinese Taipei)
- GreenCircle
- Hong Kong Eco-Labeling
- Korea Ecolabel
- Leaping Bunny
- Marine Stewardship Council (MSC)
- MAS Certified Green
- Milieukeur (Holland)
- Non-GMO Project
- Nordic Swan
- NSF Sustainability Certified Product
- PMA
- Processed Chlorine Free Certified (PCF)
- Rainforest Alliance
- SCS Biodegradable
- SCS Environmentally Preferable Product
- SCS Recycled Content
- SCS Recycling Program
- Singapore Green Label Scheme
- SIRIM Eco-Labeling Scheme (Malaysia)
- Sustainable Materials Rating Technology or SMaRT
- TCO '01
- TCO '03
- TCO '04
- TCO '05
- TCO '06
- TCO '07
- TCO '92
- TCO '95
- TCO '99
- Thai Green Label (Thailand)
- Totally Chlorine Free Certified (TCF)
- UL Claim Validation - Bio-Based Material
- UL Claim Validation - Formaldehyde Free
- UL Claim Validation - Landfill Waste Diversion
- UL Claim Validation - Mold Resistance
- UL Claim Validation - Rapidly Renewable Materials
- UL Claim Validation - Reclamation Program
- UL Claim Validation - Recycled Content
- UL Claim Validation - Regional Materials
- UL Claim Validation - RoHS
- UL Claim Validation - VOC Content
- UL Claim Validation - VOC Emissions
- UL Environmental Product Declaration
- UL Multi-attribute Sustainability Certification
- UTZ Certified
- Vincotte OK biodegradable SOIL
- Vincotte OK biodegradable WATER

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- Vincotte OK compost
- Vincotte OK compost HOME
- Vitality Leaf (Russle)
- WaterSense
- Windmade

d. How do you verify the recycled content of your products (including both total and post consumer recycled content)?

When a vendor is making a recycled content claim on a product, Office Depot|Max validates the claim by requiring the customer provide 3rd party verification in the form of a copy of the certificate. In the absence of a 3rd party verification, we require that the vendor fill out a 2nd party Certification Letter along with the detailed claim stating total and postconsumer recycled content percentages.

15.2. Describe how Proposer labels the products and services in Proposer's offering that have environmental, health or other sustainability benefits? Specifically:

- a. Describe and explain how Proposer's on-line system will identify products that have been awarded third party environmental certifications, that have recycled content, or that have other environmental attributes that are consistent with this RFP's specifications.

All environmental certifications are captured in a Green Attribute Database (GAD) which includes information about the environmental attributes, eco-labels, standards, recycled content percentages, and Shade of Green (assigned by Office Depot). The information kept and maintained in this GAD is used to feed to our Marketing Vehicles (i.e. on-line system, catalogs, packaging, etc). The information is then displayed in our website SKU page as illustrated below in b.

- b. Please list any third-party certifications or other environmental standards (such as EPA's Comprehensive Procurement Guidelines for recycled content) that Proposer includes in its product descriptions of the green products that Proposer offers. *Proposers are encouraged to include screen shots demonstrating how Proposer label its green products.*

For current customers using officemaxworkplace.com, Office Depot|Max has created an easy-to-use environmentally preferable products (EPP) index in our catalog. In addition to marking every EPP in our catalog with the "e-vine" logo, we identify what attribute is considered environmentally preferable.

Listed below are product designations we make throughout our catalog:

Environmentally Preferable Product Icon

Highlights environmentally preferable products. "Environmentally Preferable" means products or services with at least one attribute that the supplier has determined to have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.



Recycled Icon

Denotes products with post-consumer content. The number provided next to this icon indicates the percentage of post-consumer content.





Energy Star Icon

Indicates Energy Star-qualified products. Energy Star is an EPA program with energy efficient requirements for products and services.



CPG (Comprehensive Procurement Guidelines) Icon

Indicates products that meet or exceed the EPA's guidelines for recycled-content office products.



FSC Chain of Custody Certified Icon

Indicates paper supporting responsible forest management and independently verified to FSC standards; this product is a certified product.



Sustainable Forestry Initiative Icon

Indicates that the paper mill producing this product has SFI Certified Sourcing certification, but the product is not a certified product.




Sustainable Forestry Initiative Chain of Custody Certified Icon

Indicates that the paper is manufactured in a paper mill that has systems for the production of SFI Chain of Custody Certified product; this product is a certified product.

For onboarding and transitioning customers, business.officedepot.com identifies the environmental certifications for a product as well as the amount of total and post-consumer recycled content, and/or other environmental attributes of the product. These are described in both the Description and Product Detail tabs on the SKU page.

Office Depot® Brand EnviroCopy®
 Recycled, FSC Certified, 600 Sheet
 11 x 17 Letter, 24 lb. Weight



10 REAMS

Your Price

One-Time Delivery
 Subscription Delivery

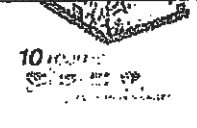
Quantity

Description **Manufacturer** **Manufacturer Part No.** **Quantity**

Designed for those who prioritize "green" above everything else

- 20% paper weight for everyday use
- 100% recycled paper with 30% post-consumer waste
- 30% recycled paper with 30% post-consumer waste
- 100% recycled paper with 30% post-consumer waste
- Green Seal Certified - 30% post-consumer waste
- Green Seal Certified - 30% post-consumer waste
- Green Seal Certified - 30% post-consumer waste
- Green Seal Certified - 30% post-consumer waste

Office Depot® Brand EnviroCopy®
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10 REAMS

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- Green Seal Certified - 30% post-consumer waste
- Green Seal Certified - 30% post-consumer waste
- Green Seal Certified - 30% post-consumer waste

15.3. What does Proposer eliminate products from its offering that contain chemicals or materials of concern. For example:

a. Does Proposer work its supply chain to find replacements for products that contain mercury, lead, PVC, bis-Phenol A, formaldehyde or other chemicals of concern?

Office Depot|Max works with suppliers to inform them of green product trends and request reduction or chemicals of concern and pursuit of products with reduced harsh chemicals.

b. Does Proposer label products that contain chemicals that are known to cause cancer, birth defects or other reproductive harm in order to warn end-users?

Office Depot|Max strives to prevent such chemicals in our products whenever possible. Where that is impracticable, we label the private brand products as required.

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c. Does Proposer link to the MSDS of products in Proposer's offering?

Yes. MSDS sheets are available on our website.

d. Does Proposer suggest more environmentally preferable products to its customers when they attempt to purchase products that contain chemicals or materials of concern? If yes, please explain how.

Yes. For new onboarding customers, at WSCA-NASPO and the State's request, Office Depot|Max can activate our Green Select Cart feature on our website. Once the Green Select Cart is activated, the end user will see alternative items pop up as suggestions when a buyer is shopping on our website. They can then decide to opt for the greener choice or stick with the item already in their shopping cart. Pricing for the greener alternative is always shown, allowing comparison shopping to find the best value.

In addition, we can periodically run a Greener Alternatives Assessment through which we provide suggested greener alternatives to high volume products and share which departments, divisions or end users are and are not buying green.

15.4. How many products can Proposer offer on this Master Agreement that meet the environmental specifications listed above?

» See attached Office Depot|Max Green SKU List.

a. Provide a list of each product the Proposer is offering in its proposal, by category, that carries at least one environmental/health certification listed in the specifications above (e.g., ACMI AP, Design for the Environment, Green Seal, GREENGUARD, EcoLogo, ENERGY STAR, Biodegradable Products Institute, etc.). Also include in Proposer's list products that meet other environmental standards in the mandatory requirements above (e.g., products that comply with the US EPA's Comprehensive Procurement Guidelines for recycled content).

» See attached Office Depot|Max Green SKU List.

b. Please note whether each green product is available online, in retail stores, or both.

Not all green products are available in all channels; however, we can provide lists of available products online and in our retail stores, as needed.

15.5 Describe what Proposer does to offer products and services that promote:

- a. Toxics reduction and "green" chemistry
- b. Improvements in indoor air quality
- c. Waste minimization and recycling
- d. Energy conservation and use of renewable energy
- e. Protection of forests and biodiversity
- f. Water conservation
- g. Other sustainability benefits

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Office Depot|Max strives to continually expand our product assortment to those that promote a-g above. We promote our current assortment through our promotion of the products, reporting and resources offered through our GreenerOffice program. Example avenues of promotion are below:

- The Green Book
- GreenerOffice Marketplace
- USGBC Purchasing Platform
- Promotional "green" customer videos
- Customer Case Studies
- Presenting at green conferences such as Greenbuild, Green Schools Conference, etc.

We also support the movement towards standardization of sustainable purchasing definitions and practices through our long-time support of the Sustainable Purchasing Leadership Council, Responsible Purchasing Network, and Green Products Roundtable.

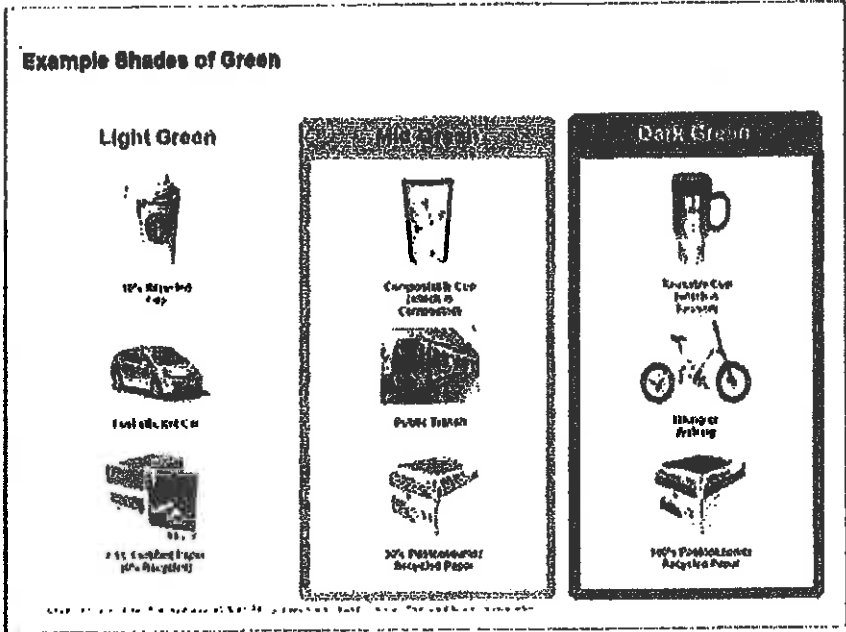
15.6. Describe the Proposer's programs and resources (e.g., webpages, stand-alone green product catalogs, etc.) designed to train WSCA-NASPO Participating States to transition to using green products. Please attach any training materials Proposer uses to encourage the (proper) use of its green products.

Office Depot|Max prides itself on our customer-centric environmental strategy. This includes an extremely proactive effort to engage our customers in making greener decisions. The educational tools we can provide include, but are not limited to.

1. GreenerOffice Rating: A detailed rating system that Office Depot|Max developed along with some of our greenest customers to help define "green" office products. We can present a full seminar on this on demand.
2. Green Book: Filled with 2000+ of our greenest products and a series of educational pages. We can host Green Book launch events at desired State locations. Office Depot was the first office supply company to create a Green Book (in 2002), and so has the longest history and expertise in developing green catalogs.
3. GreenerOffice web site: Contains 10,200+ products with green attributes. Also contains a series of links related to greening the office:
4. Greener Alternatives Tool: An analysis we can run on each State's usage that provides greener alternatives and related costs.
5. Green Smart Cart: An innovative new tool that will provide suggestions to end users – within their shopping carts – for greener alternatives.
6. Green Purchasing Policy Templates: Office Depot|Max can provide education on developing best-practice green purchasing policies for supplies, technology, furniture and cleaning products.
7. GreenerOffice posters: We can provide posters to help State locations engage staff in greening the office
8. Paper calculator: We can run a paper calculator to show State/agency staff the environmental benefits (trees saved, carbon footprint reduced, waste avoided etc.) of recycled paper choices
9. CFL calculator: We can run a CFL calculator to show State/agency staff the environmental benefits (energy saved, carbon footprint reduced, costs avoided etc.) of CFL bulbs
10. GreenerOffice Summits: We can run GreenerOffice Summits – events where we invite multiple customers to learn about greening the office - at desired State locations. Our Director of Environmental Strategy has delivered these informative, fun and educational seminars to over 2,500 people.

Additionally, please visit <http://officedepotcitizenship.com/planet/soil-greener/> for training sessions we can adapt to help train WSCA-NASPO Participating States in using green products.

A sample slide is provided below.



15.7 Describe any plans Proposer has underway to improve the sustainability attributes of Proposer's products over the life of the Master Agreement.

As described earlier, our Green Attribute Database is continually examined and revised to provide more green products that have attributes that matter to our customers. We continue to evolve our attributes as part of our environmental strategy that guides our GreenerOffice program:

22 Attributes in OD GreenerOffice Program

Save Resources/Avoid Waste

- 1. **Recycled Content** - Products containing a minimum of 10% recycled content
- 2. **Quality** - Products that meet or exceed industry quality standards
- 3. **Design for Environment** - Products designed to minimize environmental impact throughout their lifecycle
- 4. **Energy Efficiency** - Products that are energy efficient
- 5. **Water Efficiency** - Products that are water efficient
- 6. **Low Volatile Organic Compounds (VOC)** - Products with low levels of VOCs
- 7. **Low Global Warming Potential (GWP)** - Products with low GWP
- 8. **Low Ozone Depletion Potential (ODP)** - Products with low ODP
- 9. **Low Acid Equivalent (AEQ)** - Products with low AEQ
- 10. **Low Heavy Metals** - Products with low levels of heavy metals
- 11. **Low Phthalates** - Products with low levels of phthalates
- 12. **Low Bisphenol A (BPA)** - Products with low levels of BPA
- 13. **Low Lead** - Products with low levels of lead
- 14. **Low Cadmium** - Products with low levels of cadmium
- 15. **Low Mercury** - Products with low levels of mercury
- 16. **Low Hexavalent Chromium** - Products with low levels of hexavalent chromium
- 17. **Low Polychlorinated Biphenyls (PCBs)** - Products with low levels of PCBs
- 18. **Low Polycyclic Aromatic Hydrocarbons (PAHs)** - Products with low levels of PAHs
- 19. **Low Dioxins and Furans** - Products with low levels of dioxins and furans
- 20. **Low Organochlorine Pesticides** - Products with low levels of organochlorine pesticides
- 21. **Low Organophosphate Pesticides** - Products with low levels of organophosphate pesticides
- 22. **Low Pyrethroid Pesticides** - Products with low levels of pyrethroid pesticides

Save Energy/Avoid Emissions

- 1. **Energy Star** - Products that are Energy Star certified
- 2. **Low Energy Consumption** - Products that consume less energy
- 3. **Low Carbon Footprint** - Products with a low carbon footprint
- 4. **Low Greenhouse Gas Emissions** - Products with low greenhouse gas emissions
- 5. **Low Global Warming Potential (GWP)** - Products with low GWP
- 6. **Low Ozone Depletion Potential (ODP)** - Products with low ODP
- 7. **Low Acid Equivalent (AEQ)** - Products with low AEQ
- 8. **Low Heavy Metals** - Products with low levels of heavy metals
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- 19. **Low Organophosphate Pesticides** - Products with low levels of organophosphate pesticides
- 20. **Low Pyrethroid Pesticides** - Products with low levels of pyrethroid pesticides

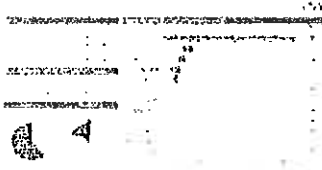
Use Safer Chemicals/Avoid Exposure

- 1. **Low Volatile Organic Compounds (VOC)** - Products with low levels of VOCs
- 2. **Low Global Warming Potential (GWP)** - Products with low GWP
- 3. **Low Ozone Depletion Potential (ODP)** - Products with low ODP
- 4. **Low Acid Equivalent (AEQ)** - Products with low AEQ
- 5. **Low Heavy Metals** - Products with low levels of heavy metals
- 6. **Low Phthalates** - Products with low levels of phthalates
- 7. **Low Bisphenol A (BPA)** - Products with low levels of BPA
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- 14. **Low Dioxins and Furans** - Products with low levels of dioxins and furans
- 15. **Low Organochlorine Pesticides** - Products with low levels of organochlorine pesticides
- 16. **Low Organophosphate Pesticides** - Products with low levels of organophosphate pesticides
- 17. **Low Pyrethroid Pesticides** - Products with low levels of pyrethroid pesticides

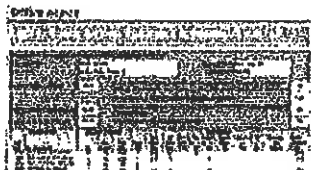


In addition, we continue to offer and evolve our reporting resources, such as those below:

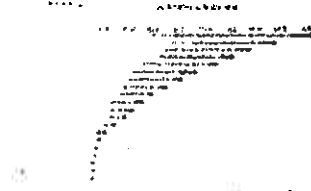
Customer Reports




Green Business Review



LEED Credit Report



Customer Spend Reports



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