

Office Depot

Bid Contact **Donna Pickens Warren**
donna.warren@officedepot.com
Ph 305-491-1922

Address **2925 W Corporate Lakes Blvd**
Weston, FL 33331

Supplier Code 276938

Qualifications **PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Attch. | Docs |
|-----------------|-------------------------------------|-------------------------------|---------------------------------|-----------|---------------------|------------|
| PD-20-02--01-01 | FZ-55C0-02VM - Panasonic Toughbooks | Supplier Product Code: | First Offer - \$2,860.78 | 68 / each | \$194,533.04 | Y Y |

Supplier Total **\$194,533.04**

Office Depot

Item: **FZ-55C0-02VM - Panasonic Toughbooks**

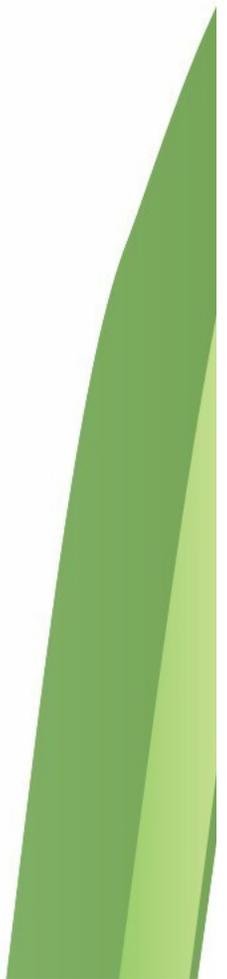
Attachments

Office_Depot_Packet_for_Bid_PD-20-02.pdf

Sol

Panasonic Tough

Bid I





The City Of
PEMBROCK



City

Bid PD-20-02

Panasonic Toughbooks for the Police Department

| | |
|--------------------------------|---|
| Bid Number | PD-20-02 |
| Bid Title | Panasonic Toughbooks for the Police Department |
| Bid Start Date | May 13, 2020 7:25:05 AM EDT |
| Bid End Date | Jun 9, 2020 2:00:00 PM EDT |
| Question & Answer End Date | May 25, 2020 8:30:00 PM EDT |
| Bid Contact | Danny Benedit Purchasing Agent Purchasing 954-704-1259 dbenedit@ppines.com |
| Contract Duration | One Time Purchase |
| Contract Renewal | Not Applicable |
| Prices Good for | 90 days |
| Standard Disclaimer | <p>Bids/proposals must be submitted electronically</p> <p>Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.</p> <p>The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.</p> <p>The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.</p> <p>PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.</p> <p>However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.</p> |
| Bid Comments | The City of Pembroke Pines is seeking proposals from qualified firms, to provide the Police Department with Panasonic Toughbooks (Model# FZ-55C0-02VM). |
| Required Vendor Qualifications | PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL |

Item Response Form

Item **PD-20-02--01-01 - FZ-55C0-02VM - Panasonic Toughbooks**

Quantity **68 each**

Unit Price

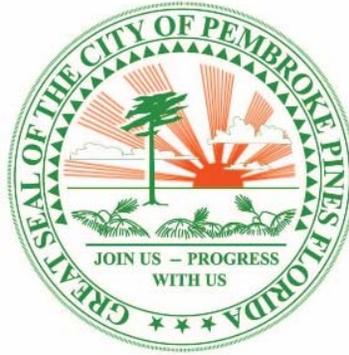
Delivery Location **City of Pembroke Pines**

No Location Specified

Qty 68

Description

FZ-55C0-02VM - Panasonic Toughbooks



Panasonic Toughbooks for the Police Department

Invitation for Bids # PD- 20-02

| General Information | | |
|------------------------------------|----------------------------------|-----------------|
| Evaluation of Proposals | Staff | See Section 1.7 |
| Question Due Date | May 25, 2020 | See Section 1.8 |
| Proposals will be accepted until | 2:00 p.m. on June 9, 2020 | See Section 1.8 |
| 5% Proposal Security / Bid Bond | Not Applicable | Not Applicable |
| 100% Payment and Performance Bonds | Not Applicable | Not Applicable |

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposer’s Qualifications Statement
- Attachment D: Sample Insurance Certificate



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PD-20-02 Panasonic Toughbooks for the Police Department

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, June 9, 2020. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, to provide the Police Department with **Panasonic Toughbooks (Model# FZ-55C0-02VM)** in accordance with the terms, conditions, and specifications contained in this solicitation.



1.3 SPECIFICATIONS

| Model Number | Description | Estimated Quantity |
|---------------------|----------------------|---------------------------|
| FZ-55C0-02VM | Panasonic Toughbooks | 68 |

| SPECIFICATIONS |
|--|
| WIN10 PRO |
| INTEL CORE I5-8365U 1.6GHZ |
| VPRO, 14.0" FHD 1000 NIT GLOVED MULTI TOUCH |
| 512GB SSD |
| 8GB |
| INTEL WI-FI, BLUETOOTH |
| TPM 2.0 |
| 4G LTE BAND 14 (EM7511) |
| DGPS |
| DUAL PASS (CH1:DGPS/CH2:WWAN) |
| INFRARED WEBCAM, EMISSIVE BACKLIT KEYBOARD FLAT |
| CF-SVCPDEP3Y - TOUGHBOOK AND TOUGHPAD PREMIER DEPLOYMENT (YEARS 1,2,3) |
| CF-SVCLTNF3YR - PROTECTION PLUS WARRANTY - LAPTOP (YEARS 1, 2, 3), |
| CF-SVC512SSD3Y - 512GB SSD - TOUGHBOOK NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2,3) |
| CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 MONTH TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY |
| FZ-BAZ1908IS: PRE-INSTALLED 8GB MEMORY CARD |
| FZ-VDM551WIS: PRE-INSTALLED DVD XPAK |
| FZ-VFP551WIS: PRE-INSTALLED FINGERPRINT READER XPAK |

1.4 PROJECT TIMELINE

Products shall be delivered within 30 calendar days of the City's issuance of a Purchase Order.

1.5 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to



City of Pembroke Pines

represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.

- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Qualifications Statement

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.



City of Pembroke Pines

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION



- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award.

1.8 TENTATIVE SCHEDULE OF EVENTS

| Event | Time &/or Date |
|---|----------------------------------|
| Issuance of Solicitation (Posting Date) | May 12, 2020 |
| Question Due Date | May 25, 2020 |
| Anticipated Date of Issuance for the Addenda with Questions and Answers | May 28, 2020 |
| Proposals will be accepted until | 2:00 p.m. on June 9, 2020 |
| Proposals will be opened at | 2:30 p.m. on June 9, 2020 |
| Evaluation of Proposals by Staff | TBD |
| Recommendation of Contractor to City Commission award | TBD |

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on June 9, 2020**.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



City of Pembroke Pines

2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



City of Pembroke Pines

Yes No

- * 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- * 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



City of Pembroke Pines

Yes No

- 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products &



City of Pembroke Pines

completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase



City of Pembroke Pines

the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact their BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



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Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

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

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



City of Pembroke Pines

- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

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

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Florida Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer

claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PD-20-02” titled “Panasonic Toughbooks for the Police Department” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Office Depot, Inc.**STREET ADDRESS: **6600 North Military Trail**CITY, STATE & ZIP CODE: **Boca Raton, FL 33496-2434**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Donna Warren** TITLE: **Major Account Manager**E-MAIL: **donna.warren@officedepot.com**TELEPHONE: **(305) 491-1922** FAX: **(800) 593-8830**

AUTHORIZED APPROVER:

NAME: **Glenn Brower** TITLE: **Vice President**E-MAIL: **Sales rep: donna.warren@officedepot.com**TELEPHONE: **(561) 438-4800** FAX: **(800) 593-8830**SIGNATURE: *Glenn Brower*

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

| | |
|--|---|
| 1. Attachment A - Contact Information Form | Yes <input checked="" type="checkbox"/> |
| 2. Attachment B - Non-Collusive Affidavit | Yes <input checked="" type="checkbox"/> |
| 3. Attachment C - Proposer's Completed Qualification Statement | Yes <input checked="" type="checkbox"/> |

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

| | |
|---|---|
| Vendor Information Form | Yes <input checked="" type="checkbox"/> |
| Form W-9 (Rev. October 2018) | Yes <input checked="" type="checkbox"/> |
| Sworn Statement on Public Entity Crimes Form | Yes <input checked="" type="checkbox"/> |
| Local Vendor Preference Certification | Yes <input checked="" type="checkbox"/> |
| Local Business Tax Receipts | Yes <input checked="" type="checkbox"/> |
| Veteran Owned Small Business Preference Certification | Yes <input checked="" type="checkbox"/> |
| Equal Benefits Certification Form | Yes <input checked="" type="checkbox"/> |
| Vendor Drug-Free Workplace Certification Form | Yes <input checked="" type="checkbox"/> |
| Scrutinized Company Certification | Yes <input checked="" type="checkbox"/> |

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

| IFB # PD-20-02 Panasonic Toughbooks for the Police Department | Specification Included |
|--|-------------------------------|
| Model # FZ-55C0-02VM | Yes |
| PUBLIC SECTOR SPECIFIC | Yes |
| WIN10 PRO | Yes |
| INTEL CORE I5-8365U 1.6GHZ | Yes |
| VPRO, 14.0" FHD 1000 NIT GLOVED MULTI TOUCH | Yes |
| 512GB SSD | Yes |
| 8GB | Yes |
| INTEL WI-FI, BLUETOOTH | Yes |
| TPM 2.0 | Yes |
| 4G LTE BAND 14 (EM7511) | Yes |
| DGPS | Yes |
| DUAL PASS (CH1:DGPS/CH2:WWAN) | Yes |
| INFRARED WEBCAM, EMISSIVE BACKLIT KEYBOARD FLAT | Yes |
| CF-SVCPDEP3Y - TOUGHBOOK AND TOUGHPAD PREMIER DEPLOYMENT (YEARS 1,2,3) | Yes |
| CF-SVCLTNF3YR - PROTECTION PLUS WARRANTY - LAPTOP (YEARS 1, 2, 3), | Yes |
| CF-SVC512SSD3Y - 512GB SSD - TOUGHBOOK NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2,3) | Yes |
| CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 MONTH TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY | Yes |

| | |
|--|-------------------------------------|
| FZ-BAZ1908IS: PRE-INSTALLED 8GB MEMORY CARD | <input type="checkbox"/> Yes |
| FZ-VDM551WIS: PRE-INSTALLED DVD XPAK | <input type="checkbox"/> Yes |
| FZ-VFP551WIS: PRE-INSTALLED FINGERPRINT READER XPAK | <input type="checkbox"/> Yes |

| Model Number | Description | Estimated Quantity | Per Unit Cost |
|---------------------|----------------------|---------------------------|--|
| FZ-55C0-02VM | Panasonic Toughbooks | 68 | Please Submit Pricing via BidSync |



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Officer of Office Depot, Inc.**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

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

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature *Glenn Brower*

Title

Name of Company



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496-2434

PROPOSER'S License Number: **P14403**

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **33+**

State the number of years your firm has been in business under your present business name **33+**

State the number of years your firm has been in business in the work specific to this solicitation:

20+

Names and titles of all officers, partners or individuals doing business under trade name:

Gerry P. Smith, CEO
N. David Bleisch, EVP-Legal
John W. Gannfors, EVP-Merchandising
Todd Hale, EVP CIO
Stephen Mohan, EVP BSD

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

Not applicable.

At what address was that business located?

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496-2434

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Not applicable - waived.

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

Office Depot has not defaulted on any contract where such default would have a material adverse effect on Office Depot's ability to perform the services described herein.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Not applicable. For purposes of this RFP, the term "subcontractor" does not include those parties involved in Office Depot's day-to-day business operations, including, but not limited to, third-party logistics vendors, delivery carriers and customer service providers.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

To the best of our knowledge, none.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Supplier is not presently debarred, suspended, proposed for debarment, or declared ineligible for contract awards by any U.S. Government Agency.

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

At Office Depot, we have been helping organizations (public/private) of all sizes and industries for more than 33 years. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, etc.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Office Depot, Inc.

(Company Name)

Glenn Brower *Glenn Brower*

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD[YY])

| | | | | | | | |
|--|--|------------|------------------------------|------------|------------|------------|------------|
| PRODUCER INSURED <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 24px; font-weight: bold;">YOUR COMPANY NAME HERE</div> | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <div style="text-align: center; font-weight: bold;">INSURERS AFFORDING COVERAGE</div> <table style="width: 100%;"> <tr> <td style="width: 40%;">INSURER A:</td> <td rowspan="5" style="border: 1px solid black; text-align: center; vertical-align: middle; font-size: 24px; font-weight: bold;">Companies providing coverage</td> </tr> <tr><td>INSURER B.</td></tr> <tr><td>INSURER C.</td></tr> <tr><td>INSURER D.</td></tr> <tr><td>INSURER E.</td></tr> </table> | INSURER A: | Companies providing coverage | INSURER B. | INSURER C. | INSURER D. | INSURER E. |
| INSURER A: | Companies providing coverage | | | | | | |
| INSURER B. | | | | | | | |
| INSURER C. | | | | | | | |
| INSURER D. | | | | | | | |
| INSURER E. | | | | | | | |

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DDYY) | POLICY EXPIRATION DATE (MM/DDYY) | LIMITS | | | | | | | | |
|-----------------------------|--|--------------------------------|---------------------------------|----------------------------------|--|---------------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc | Must Include General Liability | | | EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | SAMPLE CERTIFICATE | | | | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | |
| | EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATUTORY LIMITS | OTHER | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | |

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

| | | |
|---|-------------------------------------|---|
| CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025 | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER. AUTHORIZED REPRESENTATIVE |
|---|-------------------------------------|---|

City Must Be Named as Certificate Holder

Question and Answers for Bid #PD-20-02 - Panasonic Toughbooks for the Police Department

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: May 25, 2020 8:30:00 PM EDT



3.19 Environmental Regulations

Office Depot is committed to remaining in compliance with both global and local environmental policy. In the event that an environmental non-compliance matter has been brought to Office Depot's attention, it has been expeditiously resolved, often with no penalty.



**Office Depot, Inc. Clarifications/Exceptions to
City of Pembroke Pines
Bid Number: PD-20-02**

Office Depot believes that the clarifications/exceptions below present a very minor departure from Bid Number: PD-20-02 and are not cause for Office Depot's bid response to be found non-responsive. If for any reason you find any of the below to be a material departure from the bid documents, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

| <u>Page</u> | <u>Clarification</u> |
|----------------------|---|
| 14, Section 2.3 | Office Depot's insurance is A- rating with A.M. Best. |
| 19, Section 2.7.2 | Office Depot does not agree to waiver of subrogation for Cyber Insurance as Office Depot's insurer does not allow it. |
| 24, Section 3.26 | <u>General Indemnification.</u> In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, including without limitation damages for lost data or lost profits, even if that party has been advised as to the possibility of such damages. |
| 25, Section 3.29 | <u>Local Government Prompt Payment Act.</u> Payment terms will be in accordance with the current payment terms between the City and Office Depot. |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER License # 4682 Dallas, TX-HUB International Insurance Services 700 N. Pearl Street, Suite N1700 Dallas TX 75201 | CONTACT NAME: PHONE (A/C No. Ext): 877-728-2826 FAX (A/C, No): E-MAIL ADDRESS: dallascerts@hubinternational.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--|-------|---|-------|---|-------|---|-------|---|-------|-------------|--|
| INSURED OFFIDEP-02 Office Depot, Inc. & its Wholly Owned Subsidiaries Including CompuCom Systems, Inc. 6600 North Military Trail Boca Raton FL 33496 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburg</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Company</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D : American Home Assurance Company</td> <td style="text-align: center;">19380</td> </tr> <tr> <td>INSURER E : Illinois National Insurance Company</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Union Fire Insurance Company of Pittsburg | 19445 | INSURER B : ACE Property & Casualty Insurance Company | 20699 | INSURER C : New Hampshire Insurance Company | 23841 | INSURER D : American Home Assurance Company | 19380 | INSURER E : Illinois National Insurance Company | 23817 | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : National Union Fire Insurance Company of Pittsburg | 19445 | | | | | | | | | | | | | | |
| INSURER B : ACE Property & Casualty Insurance Company | 20699 | | | | | | | | | | | | | | |
| INSURER C : New Hampshire Insurance Company | 23841 | | | | | | | | | | | | | | |
| INSURER D : American Home Assurance Company | 19380 | | | | | | | | | | | | | | |
| INSURER E : Illinois National Insurance Company | 23817 | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 232450788** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|-----------|----------|--|-------------------------------------|-------------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self-Insured Ret (SIR) \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL 6939089 | 11/1/2019 | 11/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A A A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | CA 7093352 (AOS) CA 7093351 (VA) CA 7093350 (MA) | 11/1/2019 11/1/2019 11/1/2019 | 11/1/2020 11/1/2020 11/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | XOO G27919431 005 | 11/1/2019 | 11/1/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C D E | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 013778873 (AOS) WC 013778868 (CA) WC 013778869 (FL) | 11/1/2019 11/1/2019 11/1/2019 | 11/1/2020 11/1/2020 11/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |
| C C A | <input type="checkbox"/> Work Comp (NA, WI, ND, WA, WY) <input type="checkbox"/> WC - (AK, AZ, KY, NC, NJ, NH, PA, UT, VA) <input type="checkbox"/> Excess Work Comp (IL, OH) | | | WC 013778871 WC 013778872 XWC 4595560 | 11/1/2019 11/1/2019 11/1/2019 | 11/1/2020 11/1/2020 11/1/2020 | SIR - \$1,000,000 LIMITS AS ABOVE LIMITS AS ABOVE LIMITS AS ABOVE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Non-Subscription Policy (TX)
 Carrier: Great American Excess & Surplus
 Policy Number: ECA 3719287
 Policy Period: 11/1/2019 - 11/1/2020
 Limits: Self-Insured Retention (Per Occurrence): \$1,000,000 - Combined Single Limit (Per Covered Employee): \$5,000,000 - Combined Single Limit (Per Occurrence): \$25,000,000

| | |
|---|--|
| CERTIFICATE HOLDER For Information Only | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "OFFICE DEPOT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "OFFICE DEPOT, INC." WAS INCORPORATED ON THE TWELFTH DAY OF SEPTEMBER, A.D. 1986.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



2101387 8300

080979680

You may verify this certificate online at corp.delaware.gov/authver.shtml

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6869747

DATE: 09-23-08

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "OFFICE DEPOT, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE EIGHTEENTH DAY OF MAY, A.D. 1995, AT 1:30 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 1995, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF DECEMBER, A.D. 1995.

CERTIFICATE OF DESIGNATION, FILED THE NINTH DAY OF SEPTEMBER, A.D. 1996, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FOURTH DAY OF MARCH, A.D. 1998, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SEVENTH DAY OF AUGUST, A.D. 1998, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE THIRD



2101387 8100X

080979680

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6869748

DATE: 09-23-08

Delaware

PAGE 2

The First State

DAY OF DECEMBER, A.D. 2003, AT 12:46 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2003, AT 2:55 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-SIXTH DAY OF MARCH, A.D. 2007, AT 2:22 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2007.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-SEVENTH DAY OF MARCH, A.D. 2007, AT 4:07 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF MARCH, A.D. 2007.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2007, AT 12:25 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2007.



2101387 8100X

080979680

You may verify this certificate online at corp.delaware.gov/authver.shtml

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 6869748

DATE: 09-23-08

CERTIFICATE OF RESTATED CERTIFICATE OF INCORPORATION

OF

OFFICE DEPOT, INC.

The undersigned, being the duly elected and authorized President of Office Depot, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: That the Corporation filed its original Certificate of Incorporation with the Secretary of State of Delaware on September 12, 1986.

SECOND: That the Board of Directors of the Corporation, in accordance with Sections 141(f), 242 and 245 of the General Corporation Law of the State of Delaware, duly adopted resolutions by unanimous written consent authorizing the Corporation to amend and restate the Restated Certificate of Incorporation of the Corporation in its entirety to read as set forth in Exhibit A attached hereto and made a part hereof (the "Restated Certificate").

THIRD: That the stockholders of the Corporation approved and adopted the Restated Certificate of the Corporation in its entirety, in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, by requisite affirmative vote of the stockholders entitled to vote thereon at the annual meeting of such stockholders duly called and convened pursuant to the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned officer of the Corporation, for the purpose of amending and restating the Restated Certificate of Incorporation of the Corporation pursuant to the General Corporation Law of the State of Delaware, under penalties of perjury does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true, and accordingly have hereunto signed this Certificate of Restated Certificate of Incorporation this 18th day of May, 1995.

OFFICE DEPOT, INC.

By: /s/ Mark D. Begelman
Mark D. Begelman, President

EXHIBIT A

**RESTATED CERTIFICATE OF INCORPORATION
OF
OFFICE DEPOT, INC.**

ARTICLE ONE

The name of the corporation is Office Depot, Inc.

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is the Corporation Trust Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

4.1 Capital Stock. The total number of shares of capital stock which the corporation has authority to issue is 400 million shares of Common Stock, par value of \$0.01 per share, and 1 million shares of Preferred Stock, par value of \$0.01 per share.

4.2 Common Stock. Except as otherwise provided by the General Corporation Law of the State of Delaware, by this restated certificate of incorporation or any amendments thereto or by resolutions adopted by the board of directors of the corporation providing for the issuance of Preferred Stock, all of the voting power of the corporation shall be vested in the holders of the Common Stock, and each holder of Common Stock shall have one (1) vote for each share of Common Stock held by such holder on all matters voted upon by the stockholders.

4.3 Preferred Stock. The board of directors of the corporation is authorized, subject to the limitations prescribed by law and the provisions of this restated certificate of incorporation, to provide for the issuance of shares of the Preferred Stock in one or more series, to establish from time to time the number of shares to be included in each such series and to fix the designations, voting powers, preferences, rights and

OD9CRT95.LTG

qualifications, limitations or restrictions of the shares of the Preferred Stock of each such series.

ARTICLE FIVE

The Corporation is to have perpetual existence.

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the corporation is expressly authorized to make, alter or repeal the by-laws of the corporation.

ARTICLE SEVEN

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the corporation may provide. The books of the corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors of the corporation or in the by-laws of the corporation. Election of directors need not be by written ballot unless the by-laws of the corporation so provide.

ARTICLE EIGHT

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this ARTICLE EIGHT shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE NINE

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE TEN

The corporation has expressly elected not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

CERTIFICATE OF OWNERSHIP AND MERGER MERGING
OD WILSON, INC.
(a Delaware corporation)
AND
ALLSTATE OFFICE PRODUCTS, INC.
(a Florida corporation)
AND
L.E. MURAN CO.
(a Massachusetts corporation)
AND
SILVER'S, INC.
(a Michigan corporation)
AND
MIDWEST CARBON COMPANY
(a Minnesota corporation)
and
YORKSHIP PRESS, INC.
(a New Jersey corporation)
AND
J.A. KINDEL COMPANY, INC.
(an Ohio corporation)
WITH AND INTO
OFFICE DEPOT, INC.
(a Delaware corporation)

* * * * *

In accordance with Section 253
of the General Corporation Law of
the State of Delaware

* * * * *

1. Office Depot, Inc. (hereinafter sometimes referred to as the "Corporation" or "Surviving Corporation") is a business corporation of the State of Delaware.

2. The Corporation is the owner of all of the outstanding shares of stock of the following constituent corporations (the "Subsidiaries"):

| <u>Name of Corporation</u> | <u>State of Incorporation</u> |
|--------------------------------|-------------------------------|
| OD Wilson, Inc. | Delaware |
| Allstate Office Products, Inc. | Florida |
| L.E. Muran Co. | Massachusetts |
| Silver's, Inc. | Michigan |
| Midwest Carbon Company | Minnesota |
| Yorkship Press, Inc. | New Jersey |
| J.A. Kindel Company, Inc. | Ohio |

3. The following is a copy of the resolutions adopted on December 18, 1995 by the Board of Directors of the Corporation to merger the Subsidiaries into the Corporation:

WHEREAS, it is deemed advisable and in the best interest of the Corporation that the Corporation merge with and into itself OD Wilson, Inc., a Delaware corporation ("Wilson"), Allstate Office Products, Inc., a Florida corporation ("Allstate"), L.E. Muran Co., a Massachusetts corporation ("Muran"), Silver's, Inc., a Michigan corporation ("Silver's"), Midwest Carbon Company, a Minnesota corporation ("MCC"), Yorkship Press, Inc., a New Jersey corporation ("Yorkship") and J.A. Kindel Company, Inc., an Ohio corporation ("Kindel"), wholly owned subsidiaries of the Corporation.

RESOLVED, that Wilson, Allstate, Muran, Silver's, MCC, Yorkship and Kindel be merged with and into the Corporation.

FURTHER RESOLVED, that to effectuate the merger of Wilson, Allstate, Muran, Silver's, MCC, Yorkship and Kindel with and into the Corporation, the chief executive officer, the president, the chief operating officer, any vice president, the secretary, the chief financial officer and any other officer of the Corporation that the president shall designate (the "Proper Officers") be, and hereby are, authorized and empowered to execute such documents as are required to be executed pursuant to the laws of the States of Delaware, Florida, Massachusetts, Michigan, Minnesota, New Jersey and Ohio; and to take all such further actions deemed necessary in the name and on behalf of the Corporation under its corporate seal or otherwise, including, without limitation, the filing of a Certificate of Ownership and Merger with the Secretary of State of Delaware, Articles of Merger with the Secretary of State of Florida, Articles of Merger with the Secretary of State of Massachusetts, Articles of Merger with the Secretary of State of Michigan, Articles of Merger with the Secretary of State of Minnesota, a Certificate of Merger with the Secretary of State of New Jersey and an Agreement of Merger with the Secretary of State of Ohio and to pay all such fees and expenses, which shall in their judgment be deemed necessary, proper or advisable in order to fully carry out the intent and to effectuate the purposes of these resolutions.

FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the Proper Officers of the Corporation are hereby authorized to take all such further action and to execute and deliver all such further instruments and documents in the name and on behalf of the Corporation, and under its corporate seal or otherwise, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable.

4. Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of State of Delaware.

5. The merger of the Subsidiaries with and into the Corporation shall become effective on December 30, 1995.

Executed on December 18, 1995.

OFFICE DEPOT, INC.

By:



Its: Executive Vice President, Finance

**CERTIFICATE OF DESIGNATION, PREFERENCES AND RIGHTS
OF JUNIOR PARTICIPATING PREFERRED STOCK, SERIES A
OF
OFFICE DEPOT, INC.**

Pursuant to Section 151 of the Corporation Law
of the State of Delaware

I, Barry J. Goldstein, Executive Vice President—Finance, Chief Financial Officer
and Secretary of Office Depot, Inc., a corporation organized and existing under the General
Corporation Law of the State of Delaware, in accordance with the provisions of Section 151 thereof,
DO HEREBY CERTIFY:

That pursuant to the authority conferred upon the Board of Directors by the Restated
Certificate of Incorporation of the Corporation, the Board of Directors on September 3, 1996,
adopted the following resolution creating a series of 500,000 shares of Preferred Stock designated
as Junior Participating Preferred Stock, Series A:

RESOLVED, that pursuant to the authority vested in the Board by ARTICLE FOUR
of the Restated Certificate of Incorporation and out of the Preferred Stock authorized therein, the
Board hereby authorizes that a series of Preferred Stock of the Corporation be, and it hereby is,
created, and that the designation and amount thereof and the voting powers, preferences and relative,
participating, optional and other special rights of the shares of such series, and the qualifications,
limitations or restrictions thereof are as follows:

Section 1. Designation and Amount. The shares of such series shall be
designated as "Junior Participating Preferred Stock, Series A" (the "Series A Preferred Stock") and
the number of shares constituting such series shall be 500,000.

Section 2. Dividends and Distributions.

(A) Subject to the prior and superior rights of the holders of any shares of
any series of Preferred Stock ranking prior and superior to the shares of Series A
Preferred Stock with respect to dividends, the holders of shares of Series A Preferred
Stock, in preference to the holders of Common Stock and of any other junior stock,

shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the fifteenth day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$25.00 or (b) the Adjustment Number (as defined below) times the aggregate per share amount of all cash dividends, and the Adjustment Number times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. The "Adjustment Number" shall initially be 1000. In the event the Corporation shall at any time after September 16, 1996 (i) declare or pay any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock into a greater number of shares or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the Adjustment Number in effect immediately prior to such event shall be adjusted by multiplying such Adjustment Number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in paragraph (A) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$25.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before

such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 30 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(A) Each share of Series A Preferred Stock shall entitle the holder thereof to a number of votes equal to the Adjustment Number (as adjusted from time to time pursuant to Section 2(A) hereof) on all matters submitted to a vote of the stockholders of the Corporation.

(B) Except as otherwise provided herein, in the Certificate of Incorporation or by-laws, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) (i) If at any time dividends on any Series A Preferred Stock shall be in arrears in an amount equal to six quarterly dividends thereon, the occurrence of such contingency shall mark the beginning of a period (herein called a "default period") that shall extend until such time when all accrued and unpaid dividends for all previous quarterly dividend periods and for the current quarterly period on all shares of Series A Preferred Stock then outstanding shall have been declared and paid or set apart for payment. During each default period, (1) the number of Directors shall be increased by two, effective as of the time of election of such Directors as herein provided, and (2) the holders of Series A Preferred Stock and the holders of other Preferred Stock upon which these or like voting rights have been conferred and are exercisable (the "Voting Preferred Stock") with dividends in arrears equal to six quarterly dividends thereon, voting as a class, irrespective of series, shall have the right to elect such two Directors.

(ii) During any default period, such voting right of the holders of Series A Preferred Stock may be exercised initially at a special meeting called pursuant to subparagraph (iii) of this Section 3(C) or at any annual meeting of stockholders, and thereafter at annual meetings of stockholders, provided that such voting right shall not be exercised unless the holders of at least one-third in number of the shares of

Voting Preferred Stock outstanding shall be present in person or by proxy. The absence of a quorum of the holders of Common Stock shall not affect the exercise by the holders of Voting Preferred Stock of such voting right.

(iii) Unless the holders of Voting Preferred Stock shall, during an existing default period, have previously exercised their right to elect Directors, the Board of Directors may order, or any stockholder or stockholders owning in the aggregate not less than 10% of the total number of shares of Voting Preferred Stock outstanding, irrespective of series, may request, the calling of a special meeting of the holders of Voting Preferred Stock, which meeting shall thereupon be called by the Chairman of the Board, the President, an Executive Vice President, a Vice President or the Secretary of the Corporation. Notice of such meeting and of any annual meeting at which holders of Voting Preferred Stock are entitled to vote pursuant to this paragraph (C)(iii) shall be given to each holder of record of Voting Preferred Stock by mailing a copy of such notice to him at his last address as the same appears on the books of the Corporation. Such meeting shall be called for a time not earlier than 10 days and not later than 60 days after such order or request or, in default of the calling of such meeting within 60 days after such order or request, such meeting may be called on similar notice by any stockholder or stockholders owning in the aggregate not less than 10% of the total number of shares of Voting Preferred Stock outstanding. Notwithstanding the provisions of this paragraph (C)(iii), no such special meeting shall be called during the period within 60 days immediately preceding the date fixed for the next annual meeting of the stockholders.

(iv) In any default period, after the holders of Voting Preferred Stock shall have exercised their right to elect Directors voting as a class, (x) the Directors so elected by the holders of Voting Preferred Stock shall continue in office until their successors shall have been elected by such holders or until the expiration of the default period, and (y) any vacancy in the Board of Directors may be filled by vote of a majority of the remaining Directors theretofore elected by the holders of the class or classes of stock which elected the Director whose office shall have become vacant. References in this paragraph (C) to Directors elected by the holders of a particular class or classes of stock shall include Directors elected by such Directors to fill vacancies as provided in clause (y) of the foregoing sentence.

(v) Immediately upon the expiration of a default period, (x) the right of the holders of Voting Preferred Stock as a class to elect Directors shall cease, (y) the term of any Directors elected by the holders of Voting Preferred Stock as a class shall terminate and (z) the number of Directors shall be such number as may be provided for in the Certificate of Incorporation or By-Laws irrespective of any increase made pursuant to the provisions of paragraph (C) of this Section 3 (such number being subject, however, to change thereafter in any manner provided by law or in the Certificate of Incorporation or By-Laws). Any vacancies in the Board of Directors

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- 4 -

effected by the provisions of clauses (y) and (z) in the preceding sentence may be filled by a majority of the remaining Directors.

(D) Except as set forth herein, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, or make any other distributions on, any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of preferred stock and may be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (A) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock unless, prior thereto, the holders of shares of Series A Preferred Stock shall have received the greater of (i) \$100 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, and (ii) an aggregate amount per share, equal to the Adjustment Number (as adjusted from time to time pursuant to Section 2(A) hereof) times the aggregate amount to be distributed per share to holders of Common Stock, or (B) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all other such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of Series A Preferred Stock then outstanding shall at the same time be similarly exchanged or changed in an amount per share equal to the Adjustment Number (as adjusted from time to time pursuant to Section 2(A) hereof) times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged.

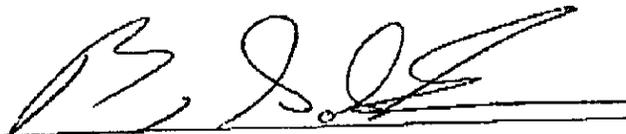
Section 8. No Redemption. The shares of Series A Preferred Stock shall not be redeemable.

Section 9. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds of the outstanding shares of Series A Preferred Stock, voting together as a single class.

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IN WITNESS WHEREOF, I have executed and subscribed this Certificate and do affirm the foregoing as true under the penalties of perjury this 6th day of September, 1996.



Barry J. Goldstein
Executive Vice President—Finance, Chief Financial
Officer and Secretary

OD81CD1.JSR

- 7 -

DIVISION OF CORPORATIONS
FILED 09:00 AM 03/04/1998
981083278 - 2101387

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

OFFICE DEPOT, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 1013 Centre Road, City of Wilmington 19805, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 2-23, 1998.



RICHARD BLEWS, Assistant Secretary

DE BC D--COA CERTIFICATE OF CHANGE 03/96

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

Office Depot, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of July 10, 1998 resolutions were duly adopted setting forth a proposed amendment to the Restated Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

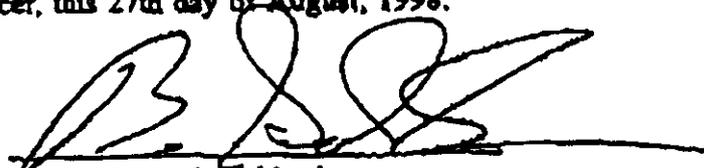
RESOLVED, That the Restated Certificate of Incorporation of this corporation be amended by changing Section 4.1 thereof so that, as amended said section shall be and read as follows:

"4.1 Capital Stock. The total number of shares of capital stock which the corporation has authority to issue is 800 million shares of Common Stock, par value of \$0.01 per share, and 1 million shares of Preferred Stock, par value of \$0.01 per share."

SECOND: That thereafter, pursuant to resolution of the Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Office Depot, Inc. has caused this Certificate to be signed by Barry J. Goldstein, Chief Financial Officer, this 27th day of August, 1998.

A handwritten signature in black ink, appearing to read 'B. Goldstein', written over a horizontal line.

**By: Barry J. Goldstein
Title: Chief Financial Officer**

**STATE OF DELAWARE
CERTIFICATE OF CHANGE OF LOCATION
OF REGISTERED OFFICE AND/OR REGISTERED AGENT**

The following resolutions have been approved and ordered by the board of directors of Office Depot, Inc., a Delaware corporation, effective upon filing.

The location of the Registered Office of this corporation within this state shall be changed to:

1308 Delaware Avenue
Wilmington DE 19806
New Castle County

The name of the Registered Agent in charge at the above address and upon whom process against this corporation may be served shall be:

Corporate Creations Network Inc.

This corporation hereby certifies that the foregoing is a true copy of a resolution adopted by the board of directors at a meeting held as stated in this Certificate.

An authorized officer of this corporation has signed this Certificate effective as of December 3, 2003.

Office Depot, Inc.

By:  _____

D. Stoutt as attorney-in-fact for:

Printed Name: Brian D. Dan

Printed Title: Vice President and Associate General

Date: December 3, 2003

CERTIFICATE OF MERGER

BETWEEN

OFFICE DEPOT, INC.

AND

OD OF INDIANA, INC.

Pursuant to Section 251(c) of the Delaware General Corporation Law, OFFICE DEPOT, INC. (the "Surviving Corporation") and OD OF INDIANA, INC. (the "Merging Corporation") (collectively, the "Constituent Corporations") adopt the following Certificate of Merger for the purpose of merging the Merging Corporation with and into the Surviving Corporation.

I.

The name and state of incorporation of each of the Constituent Corporations are as follows:

Office Depot, Inc. is a Delaware corporation.

OD of Indiana, Inc. is a Delaware corporation.

II.

An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with this Section 251(f) of the Delaware General Corporation Law.

III.

The name of the Surviving Corporation is Office Depot, Inc.

IV.

The Articles of Incorporation of the Surviving Corporation shall govern the Surviving Corporation after the filing of this Certificate and shall remain the same.

V.

The executed Agreement of Merger is on file at the offices of the Surviving Corporation at 2200 Old Germantown Road, Delray Beach, Florida 33445.

VI.

A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any Constituent Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger this 31 day of December, 2008.

THE SURVIVING CORPORATION:

OFFICE DEPOT, INC.

By: 
Name: DAVID C. FANNIN
Executive Vice President & General Counsel - & Corporate Secretary
Title: _____

THE MERGING CORPORATION:

OD OF INDIANA, INC.

By: 
Name: DAVID C. FANNIN
Executive Vice President & General Counsel
Title: Secretary

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State of Delaware
Secretary of State
Division of Corporations
Delivered 02:22 PM 03/26/2007
FILED 02:22 PM 03/26/2007
SRV 070359719 - 2101387 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

**In accordance with Section 253
of the General Corporation Law
of the State of Delaware**

1. Office Depot, Inc. (hereinafter referred to as the "Corporation" or "Surviving Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of stock of the following constituent corporations (the "Subsidiaries"):

| <u>Name of Corporation</u> | <u>State of Incorporation</u> |
|--|-------------------------------|
| ODI, Inc. | Delaware |
| ODHC, Inc. | Delaware |
| Office Depot Real Estate Company, Inc. | Delaware |
| OD Commercial, Inc. | Delaware |
| ODV, Inc. | Delaware |
| Eastman Office Products Corporation | Delaware |

3. The following is a copy of the Resolution adopted on February 13, 2007 by the Board of Directors of the Corporation to merge the Subsidiaries into the Corporation:

WHEREAS, in connection with Project Streamline, a project previously approved by the Board, wherein it was deemed necessary for the Corporation to merge certain of its inactive or redundant wholly-owned subsidiaries into the Corporation;

WHEREAS, in furtherance of Project Streamline it is deemed advisable and in the best interest of the Corporation that the Corporation merge with and into itself the following wholly-owned subsidiaries: ODI, Inc., ODHC, Inc., Office Depot Real Estate Company, Inc., OD Commercial, Inc., ODV, Inc., and Eastman Office Products Corporation; each of the above being a Delaware corporation (the "Subsidiaries");

RESOLVED, that the Board hereby approves the merger of the Subsidiaries with and into the Corporation in furtherance of and in accordance with Project Streamline.

FURTHER RESOLVED, that to effectuate the merger of the Subsidiaries into the Corporation, the Authorized Officers of the Corporation (as defined below) are authorized and empowered to execute such documents as the Authorized Officers may deem necessary, appropriate or advisable in order to accomplish the merger pursuant to the laws of the State of Delaware, and

to take such further actions deemed necessary and appropriate in the name and on behalf of the Corporation under its corporate seal or otherwise, including without limitation, the filing of a Certificate of Ownership and Merger with the Secretary of State of Delaware and pay all such fees deemed necessary or appropriate in order to fully carry out the intent and to effectuate the purposes of these resolutions.

FURTHER RESOLVED, that the Authorized Officers of the Corporation are the Chief Executive Officer, Chief Financial Officer; President, any Vice Presidents, Secretary, Assistant Secretary and any other corporate officer designated by any of the foregoing.

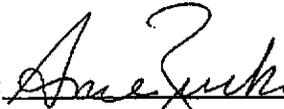
FURTHER RESOLVED, that all agreements, undertakings, documents, instruments and certificates necessary, desirable or appropriate to provide for the carrying out of the actions contemplated by this Resolution are hereby approved.

4. Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation or Surviving Corporation at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of State of Delaware.

5. The merger of the Subsidiaries with and into the Surviving Corporation shall become effective on March 31, 2007.

Executed on March 23, 2007.

OFFICE DEPOT, INC. (the Surviving Corporation)

By: 

ANNE DUFOUR ZUCKERMAN
Vice President &
Associate General Counsel

Its: _____

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:07 PM 03/27/2007
FILED 04:07 PM 03/27/2007
SRV 070367292 - 2101387 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

**In accordance with Section 253
of the General Corporation Law
of the State of Delaware**

1. Office Depot, Inc. (hereinafter referred to as the "Corporation" or "Surviving Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of stock of the following constituent corporation (the "Subsidiary"):

| <u>Name of Corporation</u> | <u>State of Incorporation</u> |
|-------------------------------|-------------------------------|
| Eastman Office Supplies, Inc. | Delaware |

3. The following is a copy of the Resolution adopted on February 13, 2007 by the Board of Directors of the Corporation to merge the Subsidiary into the Corporation:

WHEREAS, in connection with Project Streamline, a project previously approved by the Board, wherein it was deemed necessary for the Corporation to merge certain of its inactive or redundant wholly-owned subsidiaries into the Corporation;

WHEREAS, in furtherance of Project Streamline it is deemed advisable and in the best interest of the Corporation that the Corporation merge with and into itself Eastman Office Supplies, Inc., a Delaware corporation ("Eastman"), wholly owned subsidiary of the Corporation.

RESOLVED, that the Board hereby approves the merger of the Subsidiary with and into the Corporation in furtherance of and in accordance with Project Streamline.

FURTHER RESOLVED, that to effectuate the merger of the Subsidiaries into the Corporation, the Authorized Officers of the Corporation (as defined below) are authorized and empowered to execute such documents as the Authorized Officers may deem necessary, appropriate or advisable in order to accomplish the merger pursuant to the laws of the State of Delaware, and to take such further actions deemed necessary and appropriate in the name and on behalf of the Corporation under its corporate seal or otherwise, including without limitation, the filing of a Certificate of Ownership and Merger with the Secretary of State of Delaware and pay all such fees

deemed necessary or appropriate in order to fully carry out the intent and to effectuate the purposes of these resolutions.

FURTHER RESOLVED, that the Authorized Officers of the Corporation are the Chief Executive Officer, Chief Financial Officer; President, any Vice Presidents, Secretary, Assistant Secretary and any other corporate officer designated by any of the foregoing.

FURTHER RESOLVED, that all agreements, undertakings, documents, instruments and certificates necessary, desirable or appropriate to provide for the carrying out of the actions contemplated by this Resolution are hereby approved.

4. Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation or Surviving Corporation at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of State of Delaware.

5. The merger of the Subsidiaries with and into the Surviving Corporation shall become effective on March 31, 2007.

Executed on March 26, 2007.

OFFICE DEPOT, INC. (the Surviving Corporation)

By: 
ANNE DUFOUR ZUCKERMAN
Vice President &
Associate General Counsel
Its: _____

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:25 PM 12/27/2007
FILED 12:25 PM 12/27/2007
SRV 071365311 - 2101387 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

**In accordance with Section 253
of the General Corporation Law
of the State of Delaware**

1. Office Depot, Inc. (hereinafter referred to as the "Corporation" or "Surviving Corporation") is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of stock of the following constituent corporations (the "Subsidiary"):

| <u>Name of Corporation</u> | <u>State of Incorporation</u> |
|----------------------------|-------------------------------|
| OCS Acquisition Corp. | Delaware |

3. The following is a copy of the Resolution adopted on October 24, 2007 by the Board of Directors of the Corporation to merge the Subsidiary into the Corporation:

WHEREAS, as part of the Corporation's ongoing efforts to simplify and streamline its corporate structure the Corporation desires to merge certain of its inactive or redundant wholly-owned subsidiaries into the Corporation;

WHEREAS, in furtherance of this effort the Corporation has deemed it advisable and in its best interest that the Corporation merge with and into itself OCS Acquisition Corp., a Delaware corporation (the "Subsidiary");

RESOLVED, that the Board hereby approves the merger of the Subsidiary with and into the Corporation in furtherance of its efforts to simplify its corporate structure.

FURTHER RESOLVED, that to effectuate the merger of the Subsidiary into the Corporation, the Authorized Officers of the Corporation (as defined below) are authorized and empowered to execute such documents as the Authorized Officers may deem necessary, appropriate or advisable in order to accomplish the merger pursuant to the laws of the State of Delaware, and to take such further actions deemed necessary and appropriate in the name and on behalf of the Corporation under its corporate seal or otherwise, including without limitation, the filing of a Certificate of Ownership and Merger with the Secretary of State of Delaware and pay all such fees deemed necessary or appropriate in order to fully carry out the intent and to effectuate the purposes of these Resolutions.

FURTHER RESOLVED, that upon approval by the Board, the Authorized Officers of the Corporation are: the Chairman and Chief Executive Officer; the Chief Financial Officer; the General Counsel; the Controller; the Treasurer; the Secretary; any Executive Vice President, Senior Vice President or Vice President; and any other corporate officer designated by any of the foregoing.

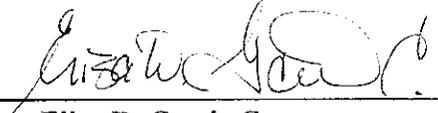
FURTHER RESOLVED, that all agreements, undertakings, documents, instruments and certificates necessary, desirable or appropriate to provide for the carrying out of the actions contemplated by these Resolutions are hereby approved.

4. Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation or Surviving Corporation at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of State of Delaware.

5. The merger of the Subsidiary with and into the Surviving Corporation shall become effective on December 29, 2007.

Executed on December 27, 2007.

OFFICE DEPOT, INC. (the Surviving Corporation)

By: 
Elisa D. Garcia C.

Its: Executive Vice President, General Counsel & Corporate Secretary

State of Florida

Department of State

I certify from the records of this office that OFFICE DEPOT, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 11, 1987.

The document number of this corporation is P14403.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on March 16, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of June, 2016*



Ken DeFoner
Secretary of State

Tracking Number: CU1356377780

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Supplier: Office Depot



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PD-20-02” titled “Panasonic Toughbooks for the Police Department” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Office Depot, Inc.**
 STREET ADDRESS: **6600 North Military Trail**
 CITY, STATE & ZIP CODE: **Boca Raton, FL 33496-2434**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Donna Warren** TITLE: **Major Account Manager**
 E-MAIL: **donna.warren@officedepot.com**
 TELEPHONE: **(305) 491-1922** FAX: **(800) 593-8830**

AUTHORIZED APPROVER:

NAME: **Glenn Brower** TITLE: **Vice President**
 E-MAIL: **sales rep: donna.warren@officedepot.com**
 TELEPHONE: **(561) 438-4800** FAX: **(800) 593-8830**
 SIGNATURE: **Glenn Brower**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

| | |
|--|---|
| 1. Attachment A - Contact Information Form | Yes <input checked="" type="checkbox"/> |
| 2. Attachment B - Non-Collusive Affidavit | Yes <input checked="" type="checkbox"/> |
| 3. Attachment C - Proposer’s Completed Qualification Statement | Yes <input checked="" type="checkbox"/> |

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

| | |
|---|---|
| Vendor Information Form | Yes <input checked="" type="checkbox"/> |
| Form W-9 (Rev. October 2018) | Yes <input checked="" type="checkbox"/> |
| Sworn Statement on Public Entity Crimes Form | Yes <input checked="" type="checkbox"/> |
| Local Vendor Preference Certification | Yes <input checked="" type="checkbox"/> |
| Local Business Tax Receipts | Yes <input checked="" type="checkbox"/> |
| Veteran Owned Small Business Preference Certification | Yes <input checked="" type="checkbox"/> |
| Equal Benefits Certification Form | Yes <input checked="" type="checkbox"/> |
| Vendor Drug-Free Workplace Certification Form | Yes <input checked="" type="checkbox"/> |
| Scrutinized Company Certification | Yes <input checked="" type="checkbox"/> |

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

| IFB # PD-20-02 Panasonic Toughbooks for the Police Department | Specification Included |
|--|-------------------------------|
| Model # FZ-55C0-02VM | Yes |
| PUBLIC SECTOR SPECIFIC | Yes |
| WIN10 PRO | Yes |
| INTEL CORE I5-8365U 1.6GHZ | Yes |
| VPRO, 14.0" FHD 1000 NIT GLOVED MULTI TOUCH | Yes |
| 512GB SSD | Yes |
| 8GB | Yes |
| INTEL WI-FI, BLUETOOTH | Yes |
| TPM 2.0 | Yes |
| 4G LTE BAND 14 (EM7511) | Yes |
| DGPS | Yes |
| DUAL PASS (CH1:DGPS/CH2:WWAN) | Yes |
| INFRARED WEBCAM, EMISSIVE BACKLIT KEYBOARD FLAT | Yes |
| CF-SVCPDEP3Y - TOUGHBOOK AND TOUGHPAD PREMIER DEPLOYMENT (YEARS 1,2,3) | Yes |
| CF-SVCLTNF3YR - PROTECTION PLUS WARRANTY - LAPTOP (YEARS 1, 2, 3), | Yes |
| CF-SVC512SSD3Y - 512GB SSD - TOUGHBOOK NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2,3) | Yes |
| CF-SVCADDPRM12B - ABSOLUTE RESILIENCE - 12 MONTH TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY | Yes |

| | |
|--|------------|
| FZ-BAZ1908IS: PRE-INSTALLED 8GB MEMORY CARD | Yes |
| FZ-VDM551WIS: PRE-INSTALLED DVD XPAK | Yes |
| FZ-VFP551WIS: PRE-INSTALLED FINGERPRINT READER XPAK | Yes |

| Model Number | Description | Estimated Quantity | Per Unit Cost |
|---------------------|----------------------|---------------------------|---|
| FZ-55C0-02VM | Panasonic Toughbooks | 68 | Please Submit Pricing via BidSync |

Supplier: **Office Depot**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Officer of Office Depot, Inc.**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

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

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Glenn Brower/Glen Brower**

Title **Vice President**

Name of Company **Office Depot, Inc.**

Supplier: **Office Depot**



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496-2434

PROPOSER'S License Number: **P14403**

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **33+**

State the number of years your firm has been in business under your present business name **33+**

State the number of years your firm has been in business in the work specific to this solicitation: **20+**

Names and titles of all officers, partners or individuals doing business under trade name:

Gerry P. Smith, CEO
N. David Bleisch, EVP-Legal
John W. Gannfors, EVP-Merchandising
Todd Hale, EVP CIO
Stephen Mohan, EVP BSD

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

Not applicable.

At what address was that business located?

Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496-2434

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Not applicable - waived.

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

Office Depot has not defaulted on any contract where such default would have a material adverse effect on Office Depot's ability to perform the services described herein.

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
Yes.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Not applicable. For purposes of this RFP, the term “subcontractor” does not include those parties involved in Office Depot’s day-to-day business operations, including, but not limited to, third-party logistics vendors, delivery carriers and customer service providers.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

To the best of our knowledge, none.

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Supplier is not presently debarred, suspended, proposed for debarment, or declared ineligible for contract awards by any U.S. Government Agency.

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

At Office Depot, we have been helping organizations (public/private) of all sizes and industries for more than 33 years. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, etc.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Office Depot, Inc.
(Company Name)

Glenn Brower/Glenn Brower
(Printed Name/Signature)



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Office Depot, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: James Pollman *James Pollman*



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Office Depot, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: James Pollman

James Pollman

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: OFFICE DEPOT #2253

Receipt #: 339-12901
Business Type: ALL OTHERS (RETAIL OFFICE SUPPLIES)

Owner Name: OFFICE DEPOT INC/ATTN TAX DPT
Business Location: 11340 PINES BLVD
PEMBROKE PINES
Business Phone: 954-443-6788

Business Opened: 12/19/2003
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

| For Vending Business Only | | | | | | |
|---------------------------|---------------------|---------|---------|---------------|-----------------|------------|
| Tax Amount | Number of Machines: | | | Vending Type: | | |
| | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 45.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 45.00 |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

OFFICE DEPOT INC/ATTN TAX DPT
P O BOX 5029
BOCA RATON, FL 33431-0829

Receipt #01A-18-00007590
Paid 07/23/2019 45.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: OFFICE DEPOT #2253

Receipt #: 339-12901
Business Type: ALL OTHERS (RETAIL OFFICE SUPPLIES)

Owner Name: OFFICE DEPOT INC/ATTN TAX DPT
Business Location: 11340 PINES BLVD
PEMBROKE PINES
Business Phone: 954-443-6788

Business Opened: 12/19/2003
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

| Signature | For Vending Business Only | | | | | |
|------------|---------------------------|---------|---------|---------------|-----------------|------------|
| | Number of Machines: | | | Vending Type: | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
| 45.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 45.00 |

Receipt #01A-18-00007590
Paid 07/23/2019 45.00

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Office Depot, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6600 North Military Trail

6 City, state, and ZIP code
Boca Raton, FL 33496

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|--|
| | | | - | | | - | | | | |
|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

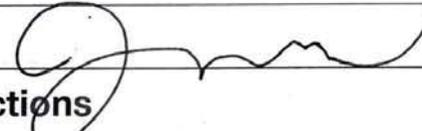
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 5 | 9 | - | 2 | 6 | 6 | 3 | 9 | 5 | 4 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► 01/01/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, James Pollman Vice President, on behalf of Office Depot, Inc.,
Print Name and Title Company Name

certify that Office Depot, Inc.:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

James Pollman Vice President
Print Name / Title

James Pollman
Signature

Office Depot, Inc.
Company Name



City of Pembroke Pines

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Office Depot, Inc.
(name of entity submitting sworn statement)
whose business address is 6600 North Military Trail, Boca Raton, FL 33496-2434
and (if applicable) its Federal Employer Identification Number (FEIN) is
59-2663954. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: N/A.)
2. My name is James Pollman and my
(Please print name of individual signing)
relationship to the entity named above is Vice President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

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

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Office Depot, Inc.

Bidder's Name

Office Depot, Inc.

Company Name

James Pollman
Signature

5/18/2020

Date



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Office Depot, Inc.

Company Name

James Pollman

Authorized Signer Name

James Pollman

Authorized Signature

(OFFICE USE ONLY) Vendor number:

Vendor Information Form

| | | | |
|---|---|---------------|---------------------------|
| Operating Name (Payee) | Office Depot, Inc. | | |
| Legal Name (as filed with IRS) | Office Depot, Inc. | | |
| Remit-to Address (For Payments) | Office Depot, Inc. | | |
| | P.O. Box 1413 | | |
| | Charlotte, NC 28201-1413 | | |
| Remit-to Contact Name: | Latoya Olivier | Title: | Cash Applications Manager |
| Email Address: | donna.warren@officedepot.com | | |
| Phone #: | (305) 491-1922 | Fax # | (800) 593-8830 |
| Order-from Address (For purchase orders) | 6600 North Military Trail, Boca Raton, FL 33496-2434 | | |
| | | | |
| Order-from Contact Name: | Donna Warren | Title: | Major Account Manager |
| Email Address: | donna.warren@officedepot.com | | |
| Phone #: | (305) 491-1922 | Fax # | (800) 593-8830 |
| Return-to Address (For product returns) | Following submission of an online return, etc., delivery drivers will pickup at time of product delivery. | | |
| | | | |
| Return-to Contact Name | Donna Warren | Title: | Major Account Manager |
| Email Address: | donna.warren@officedepot.com | | |
| Phone #: | (305) 491-1922 | Fax # | (800) 593-8830 |
| Payment Terms: | Office Depot's payment terms are Net 30 days from the day of the invoice. | | |

Type of Business (please check one and provide Federal Tax identification or social security Number)

Corporation

Federal ID Number:

59-2663954

Sole Proprietorship/Individual

Social Security No.:

N/A

Partnership

Health Care Service Provider

LLC – C (C corporation) – S (S corporation) – P (partnership)

Other (Specify):

Name & Title of Applicant James Pollman

Vice President

Signature of Applicant James Pollman

Date 5/18/2020



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

Not Applicable.

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Office Depot, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: James Pollman

James Pollman