

**FORM OF PROPOSAL**

**Des Moines Independent Community School District**  
**Division of Purchasing**  
**1915 Prospect Road Suite 1200, Des Moines, IA 50310**  
**Phone (515)242-7751 Fax (515)242-7550**

**No: B6482****Date Issued: 3/14/2012 (Original)****Date Due: 4/16/2012 (Original)****Time: 3:00 p.m.**

RENEWALS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, THE DATE AND TIME ABOVE STATED AND THEN PUBLICLY OPENED FOR FURNISHING THE FOLLOWING SUPPLIES, EQUIPMENT OR SERVICE F.O.B. DESTINATION. **Mark Mattiussi, Purchasing Agent**

**Fourth and Final Extension****FY 2016-17****Pricing Schedule A**

Core List as per attached worksheet

**Pricing Schedule B**

Non-core list items list percent % discount off Manufacturer's suggested retail price with no profit protection floors on items.

	<b><u>FY 2016-17</u></b>	
Cleaning Supplies	40	%
Filing/ Storage	45	%
Furniture	35	%
General Supply's	50	%
Labels	50	%
Paper Products	35	%
Writing	50	%

Company Name: OFFICE DEPOT  
 Street Address: 2401 MIDPOINT DRIVE  
 City / State / Zip: Edwardsville, KS 66111  
 Company Representative: CHRIS MCENTEE  
 Title: Regional Vice President  
 Phone: 913-667-5333  
 Email: Chris.mcentee@officedepot.com

The undersigned certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 [Isaiah.mcgee@dmschools.org](mailto:Isaiah.mcgee@dmschools.org) Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. The District plans to pay the Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that the Seller accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed below. Delivery shall be made between the hours of 8:00 a.m. and 3:30 p.m. at: Various locations per attached list.

**THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE:**  
[www.dmschools.org/wp-content/uploads/2011/10/GeneralTermsConditions2012.pdf](http://www.dmschools.org/wp-content/uploads/2011/10/GeneralTermsConditions2012.pdf)





### Acknowledgment & Certification

Office Max / Office Depot ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that the Sales Representative of the Company has not been convicted of a sex offense against a minor. The Company further certifies that the Company has completed a satisfactory background check on the Company's employees, as set forth below. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company, which is set forth below. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check. The Company represents, warrants and covenants that, subject to applicable law, prior to the assigned sales representative and his/her manager performing Services for the District, Company will have performed a criminal background investigation on each such employee or contractor in accordance with the Fair Credit Reporting Act and Company's hiring policies include the following:

- i. Criminal Conviction History: Misdemeanor and felony convictions (or equivalent) covering a minimum of seven (7) years, including maiden, alias, and other names in the records search. Search is conducted in all jurisdictions in which the individual has lived during at least the past seven (7) years.
- ii. Employment History: Confirmation of employment history for employee's last employer. The Company may provide a letter of attestation to the District that the background checks were run. The Company shall not assign any Company employee to perform Services for the District whose background investigation uncovers information that would cause a reasonable person in the District's position to reject such Company employee with respect to performance of the Services. If, at any time, the Company becomes privy to information which puts the Company on notice that a Company employee has been convicted of crimes that would lead a reasonable person in the District's position to reject such Company employee with respect to performance of the Services, the Company shall promptly remove such Company employee from the District's premises and from performing Services for the District. The Company shall be responsible for all costs associated with conducting such background investigations.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.





## **B6482 Office Supplies**

### **Special Terms & Conditions**

#### **Contract Period and Renewals**

The contract will begin on July 1, 2016 and end on June 30, 2017. The District reserves the right to renew the contract for four additional years at its discretion. The District will advise the successful bidder prior to the close of each fiscal year to review the core products offering and discuss any changes in product offering or discounting levels.

The Company reserves the right to transition the District to the Office Depot, Inc. ordering platform upon thirty (30) days written notice to the District.

#### **Assignment of Duties**

The contractor must assign the following support within their organization: a senior manager with the authority to enter such an agreement, a dedicated sales representative for the account, a dedicated domestic internal customer service contact responsible for the data entry of orders, processing credit returns, and invoice problem resolution. Finally the Contractor shall provide domestic internal web support responsible for the creation and maintenance of an online catalog to be used by all District personnel. The District must be notified prior to any replacement personnel being assigned to its account. Failure to maintain this support structure may be grounds to terminate the contract by the District.

#### **Pricing**

Pricing shall remain firm throughout the contract period from July 1, 2016 until June 30, 2017 for all core list products. All discounting percentages from manufacturer's suggested retail with no profit protection floor for all items not covered by the core list shall also remain in force for the same time period. The District reserves the right to renew the contract for four additional one year periods if it is deemed in the best interest of the District. Prior to the conclusion of each contracted year the District will advise the successful bidder of its intent to renew for the next upcoming year, at which time core list pricing and discounting levels will be negotiated. The District at its sole discretion will have the last right to accept or reject each subsequent renewal proposal.

By submitting a renewal, the Contractor acknowledges that the core list pricing and catalog discounting percentages submitted are their best offer and will be considered final, no further negotiations will take place once the Contractor has submitted their renewal. The Contractor further guarantees that all purchases made at their retail locations will receive the same pricing for all core list and catalog discounted items as being submitted in their proposal.

The Company offers competitive pricing to each customer based on several factors, including the Company's cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because the Company customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, the Company is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the sku-level. However, the Company is committed to providing each customer the best valued program that suits each customer's needs.

#### **Termination or Cancellation**

In order to protect the vested interests the District, and to ensure the efficient utilization of dollars, Contractor shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Form of Proposal, addenda and email correspondence. With respect to these obligations, the District will report any noncompliance issues in writing to the Contractor for corrective action. The Contractor will have ten (10) working days to correct issue. Continued non-compliance by the Contractor shall be the District's justification for placing the contract on probation status or termination, at which time the District will communicate in writing to the Contractor its decision to terminate or cancel the agreement within thirty calendar days (30) of the termination notice. Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.



**B6482 Office Supplies  
Special Terms & Conditions**

**Conflict of Terms**

In the event a conflict arises between the District's General Terms and Conditions and the Special Terms and Conditions, then the Special Terms and Conditions will prevail. In the event there are any conflicts between the Form of Proposal and any addenda exist then the information detailed in the addenda shall prevail.

**Bribery, Corruption and Gifts**

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

**Disclosure of Information Content**

The laws of Iowa require that information packages be placed in the public domain and be open for inspection by interested parties.

**Audit or Examination of Contract**

Contractor agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to the orders, invoices, or payment of this contract.



**School List 2016-2017****High Schools**

Central Campus 1800 Grand Ave  
 East High 815 East 13<sup>th</sup> St  
 Lincoln South 1000 SW Porter  
 Lincoln High 2600 SW 9<sup>th</sup> St  
 Roosevelt High 4419 Center St

Scavo High School 1800 Grand Ave  
 Hoover High School 4800 Aurora  
 North High School 501 Holcomb

**Middle Schools**

Brody 2501 Park Ave  
 Goodrell 3300 East 29th St  
 Hiatt 1214 East 15th St  
 McCombs 201 County Line  
 Weeks 901 E. Park Ave

Callanan 3010 Center St  
 Harding 203 E. Euclid  
 Hoyt 2700 East 42nd  
 Merrill 5301 Grand Ave  
 Meredith 4827 Madison

**Elementary Schools**

Brubaker 2900 East 42nd St  
 Cattell 3101 East 12th  
 Carver 705 East University  
 Cowles 6401 College  
 Edmunds 950 15th St  
 Findley 3025 Oxford St  
 Garton 2820 East 24th St  
 Greenwood 316 37th St  
 Hanawalt 225 56th St  
 Hillis 2401 56th St  
 Howe 2900 Indianola Rd  
 Hubbell 800 42nd St  
 Jackson 3825 Indianola Rd  
 Jefferson 2425 Watrous  
 King 1849 Forrest Ave  
 Lovejoy 801 SE Kenyon  
 Madison 806 East Hoffman  
 Downtown 1800 Grand Ave  
 McKinley 1610 SE 6th St  
 Walnut Street 901 Walnut St  
 JF Taylor 1801 16th St

Capital View 320 East 16th St  
 Monroe 3015 Francis St  
 Morris 1401 Geil Ave  
 Moulton 1541 8th St  
 Oak Park 3928 6th Ave  
 Park Ave 3141 SW 9th Str  
 Perkins 4301 College Ave  
 Phillips 1701 Lay St  
 Pleasant Hill 4801 East Oakwood  
 River Woods 2929 SE 22nd  
 Samuelson 3929 Bel-Aire Rd  
 Smouse 2820 Center St  
 South Union 4201 South Union  
 Stowe 1411 East 33rd St  
 Studebaker 300 SE County Line  
 Van Meter 710 28th St  
 Willard 2941 Dean Ave  
 Windsor 5912 University  
 Wright 5001 SW 14th St  
 Moore 3716 50Th St

**Other Locations**

Middle School Alternative	1801 16 <sup>th</sup> St, 50314
Evelyn Davis Early Learning Center	1409 Clark St., 50314
Orchard Place	5412 SW 9th St., 50315
Hispanic Educational Resources	828 Scott St., 50309
Capital Park	800 East 12th St., 50316 SPED
Zone Offices	2323 Grand Ave, 50312

**District Office Locations**

Student & Family Support	2100 Fleur Drive
Administrative Offices	2323 Grand Ave 50312
Operations Center	1917 Dean Ave., 50316
Central Nutrition Center	1225 2nd Ave., 50314
Welcome Center	2100 Fleur Drive,
Purchasing/ Central Stores	1915 Prospect Rd., 50310
Transportation	1915 Prospect Rd., 50310
Community Education	2100 Fleur Drive,
Technology	1915 Prospect Rd., 50310



**Exceptions & Further Clarification**  
**Special Terms and Conditions - Fourth Extension FY 2016-2017**

Our agreement to the **Fourth Extension** is predicated upon the terms and conditions of the Des Moines Public Schools B6482 bid request and any supplements or revisions thereof, along with our bid response and any exceptions stated in our bid response, and with the following exceptions to this Fourth Extension:

**Special Terms & Conditions – Pricing**

Pricing shall remain firm throughout the contract period from July 1, 2016 until June 30, 2017 for all core list products. All discounting percentages from manufacturer's suggested retail with no profit protection floor for all items not covered by the core list shall also remain in force for the same time period. OfficeMax reserves the right to transition the District to the Office Depot, Inc. ordering platform upon thirty (30) days written notice to the District.

Core item pricing will be held firm for twelve (12) months with-the exception of paper and toner/ink items. Pricing for paper and toner/ink items on the core list will be held for (3) months due to fluctuation with market conditions. Upon request, OfficeMax shall provide District with manufacturer documentation to verify any paper and toner/ink price adjustments.

Pricing Schedule B Item classes not on the core list (non-core items) identified in the OfficeMax full line Maxi catalog will have a discount % from manufacturer's suggested retail price with no profit protection floor and will be in place for the same period of time. Non-Core / Non OfficeMax full line catalog Pricing @ 3% off manufacturer's list price.

The Contractor further guarantees that all purchases made at their retail locations will receive the same pricing for all core list and catalog discounted items as being submitted in their proposal.

OfficeMax will agree to offer the contract pricing at any of our retail locations for the same contract product sku's offered in our retail locations.

OfficeMax offers competitive pricing to each customer based on several factors, including OfficeMax's cost, the customer's unique service level requirements, the customer's total volume of spend, and the customer's product mix. Because OfficeMax customizes its pricing for each individual customer based on numerous factors, and because each customer is unique in its requirements, spend and product mix, OfficeMax is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the sku-level. However, OfficeMax is committed to providing each customer the best valued program that suits each customer's needs.

OfficeMax will offer the best pricing to DMPS based on the terms and conditions and other elements of this bid but otherwise this provision is not applicable and is hereby stricken.

**Special Terms & Conditions – Termination or Cancellation** our standard terms which shall apply are:

**Convenience:** In addition to any other rights of termination, either Party may terminate this Agreement upon 30 days' prior written notice to the other Party at any time during the Term.

**Default:** In the event that either Party breaches a material term of this Agreement, including Customer's obligation make any payment as and when due to OfficeMax, and such breach is not cured within thirty (30) days of written notice, then, at any time, in its sole discretion, the non-breaching Party may terminate this Agreement upon written notice.

Contractor agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit or excerpt, and transcribe any directly pertinent books, documents, paper, and records of the contractor relating to the orders, invoices, or payment of this contract. OfficeMax will allow audits however, any third party authorized auditor must be approved by OfficeMax, which approval shall not be unreasonably withheld or delayed. The District must provide OfficeMax at least 10 days' prior written notice prior to such review. If the District exercises this right, OfficeMax will make available such records as are necessary to support the amounts charged to the District, however, under no circumstances will the District be permitted to review/audit the confidential or proprietary information of any OfficeMax supplier. The District shall bear all costs associated with the audit. The District may exercise this right only once in any calendar year and the District agree to limit the duration of the review to the previous 12-months of records. If any audit discloses an overcharge or an undercharge by OfficeMax, the party receiving the benefit of the mistake shall promptly reimburse the other party. The review must be conducted during normal business hours and in a manner that does not disrupt OfficeMax's business operations. The District agrees to keep information disclosed to District in the course of the review confidential from all third parties to the extent allowed by law.

**Exceptions & Further Clarification**  
**Special Terms and Conditions - Fourth Extension FY 2016-2017**

Accepted and Agreed to by

Des Moines Public Schools:

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Signature

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Title

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Date

*Chris McEntee, Regional VP*  
*OFFICE DEPOT*  
*6-9-16*