

BID FORM
Office Supplies/Classroom Supplies To
Bid No. 1586

To: Mt. Diablo Unified School District
Purchasing/Warehouse Department
2326 Bisso Lane
Concord, CA, 94520

From: Office Depot, Inc.
Name of Bidder
6600 North Military Trail
Mailing Address
Boca Raton, FL 33496
City, State & Zip

Responding to Invitation to Bid No. 1586 due by 1:30 p.m., November 17, 2011, the Bid Submittal Deadline, the undersigned Bidder agrees to furnish and deliver Office Supplies/Classroom Supplies per the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Bidder further agrees to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination, Concord, CA. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the Mt. Diablo Unified School District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein.

Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications. The District reserves the right to make this bid award at any time up to one hundred eighty (180) days from the date of the bid opening.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Taxes. Bidders should not show CA Sales Tax on their bids. The Mt. Diablo Unified School District will calculate the CA Sales Tax at (8.75)% and pay it to Successful Bidder(s) who are State of California suppliers or out-of-state suppliers who are registered with the State of California and who have the appropriate State of California Seller's Permit. The Mt. Diablo Unified School District will pay the State Sales Tax directly to the State of California when the Successful Bidder(s) is not registered with the state to collect it. The Mt. Diablo Unified School District is exempt from Federal Excise Tax.

Attention Bidders-Please Read Carefully

The following list of items represents the core items that will be delivered to the District Warehouse. Quantities listed are only estimates of the anticipated volume.

Based upon the bidder's current catalog price discounted in accordance with the quoted percentage discount, the bidder shall indicate the net price to the District. This information shall be utilized by the district in their evaluation of all bids received to determine the low bidders.

Bidder shall state manufacturer, product number and price as follows:

Manufacturer	Product#	Qty	Description	Price
--------------	----------	-----	-------------	-------

Please check your calculations before submitting your bid; the Mt. Diablo Unified School District will not be responsible for Bidder miscalculations.

1. *Discounts for non-core items:* The following discounts *will* be considered in award of bid.

- a. Office Supplies/Classroom Supplies Catalog numbered Education Solutions #696669 and/or dated 2011 with a 55 % Discount (This catalog must be the same catalog issued to all District end-users for product ordering)

Please see additional financial offering on the following pages.

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgement of His/Her Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Response: Office Depot agrees that signature below verifies that Office Depot has read, understands, and agrees to the conditions contained herein and all of the attachments and agenda, including the Office Depot response.

Bidder hereby acknowledges receipt of Addenda Number(s) 1, _____, _____, and _____.

Representations Made Under Penalty Of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the Mt. Diablo Unified School District the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Office Depot, Inc.

Bidder Name (Person, Firm, Corp.)

6600 North Military Trail

Address

Boca Raton, FL 33496

City, State, Zip Code

510-497-1900

Telephone Number

510-497-5200

Facsimile Number



Signature of Authorized Representative

Pat Welch

Printed Name of Authorized Representative

Regional Vice President

Title of Authorized Representative

pat.welch@officedepot.com

E-Mail Address

Additional Financial Incentives Available for Mt. Diablo Unified School District

REBATES

Based on a sole award as proposed in Bid No 1586, and in an effort to support Mt Diablo in this uncertain economic environment, Office Depot is proposing a 3% annual volume rebate. Also, in addition to the annual volume rebate, Office Depot will include a Point-of -Sale discount per order. The rebate opportunities are outlined below and additional information is available upon request:

Annual Volume Rebate

Office Depot will provide an overall annual rebate of 3% of annual "spend" by Mt. Diablo. "Spend" shall mean all paid for purchases, net of returns, discounts and credits. Office Depot's annual rebate will be comprised of two components, i.e. a "pre-bate" paid within 45 days of the award of the Contract, and a total "rebate" which will be paid within 45 days at the end of the Contract year..

The pre-bate will be calculated based upon 1% of projected 2012 Spend. For example, if the projected Spend is \$ 630,000, the pre-bate payment will be \$ 6,300.00.

At the end of the Contract year, total Spend will be determined and the total annual rebate shall be 3% of that amount. The rebate check will be for the total amount of the annual rebate, less the amount of the pre-bate, already paid to Mt. Diablo.

REBATE EXAMPLE	
Projected Annual Spend	\$ 630,000
1 % Pre-Bate Payment	\$ 6,300
Final Contract Sales	\$ 670,000
Total Annual Rebate Earned at 3%	\$ 20,100
Year end Rebate Payment= Total earned less pre-bate paid	\$ 13,800
Total Annual Rebate Paid	\$20,100

Please note- in the event the contract is cancelled prior to the pre-bate amount having been earned, a pro-rata portion of the pre-bate payment shall be refunded to Office Depot within 45 days of cancellation date.

Point of Sale Discount

For every order that has a value greater then \$120.00 our invoicing system will automatically discount those orders by 1%. This discount will show at the point of sale. To maximize the benefit of this point of sale discount, Office Depot representative, Alona McIndoe will work with Purchasing and District end-user's to train and maximize this point of sale discount.

EXAMPLE:

POS DISCOUNT EXAMPLE	
Discount for every order over \$120.00	
ORDER TOTAL	\$1,191.34
1% Instant Discount	\$11.91
New Order Total	\$1,179