

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	26-0419
Introduction Date	6/15/2026
Enactment Number	
Enactment Date	



### Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, Superintendent  
Tara Gard, Deputy Superintendent of Business & Operations  
Kimberly E. Raney, Executive Director Transportation  
Rosaura Altamirano, Senior Manager, Supply Chain & Logistics

**Meeting Date** June 15, 2026

**Subject** District – Piggyback - ODP Business Solutions, LLC For Furniture, Installation and Related Services – Talent/Human Resources Department

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**Ask of the Board** Approval by the Board of Education of Resolution No. 2526-0076 Declaring It Is In The Interest Best Of The District To Piggyback On And Enter Into A Contract With ODP Business Solutions, LLC Properly Entered Into Through Region 4 Education Service Center (ESC)-TX in an amount not to exceed \$500,000 each fiscal year through December 31, 2027.

**Background and Discussion** Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

Region 4 Education Service Center (ESC)-TX issued Bid #R191812 for Furniture, Installation and Related Services. ODP Business Solutions, LLC submitted a bid and was one of several vendors awarded for the contract.

The bid became eligible as a piggyback contract and the District was alerted to the opportunity through OMNIA Partners’ cooperative purchasing program. OMNIA Partners leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country. The District’s interest in finding lower price and efficient options is core to procurement and purchasing practices. The District also reviewed its current spending with ODP Business Solutions (formerly Office Depot), which is summarized as follows:

<b>FISCAL YEAR</b>	<b>CATEGORY AMOUNT</b>	<b>TOTAL</b>
2023-2024	<b>Supplies (Non-Furniture):</b> \$1,842,812	\$2,220,255
	<b>Furniture:</b> \$377,443	
2024-2025	<b>Supplies (Non-Furniture):</b> \$2,122,012	\$2,488,218
	<b>Furniture:</b> \$366,206	

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the ODP Business Solutions, LLC Contract is in the best interest of the District. The Resolution then accepts the offer of contract with ODP Business Solutions pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of \$500,000 through December 31, 2027, and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from complete catalog furniture product lines and related products.

**Fiscal Impact**

Up to \$500,000 per fiscal year

**Funding Source Attachment**

Various District-wide accounts

- Resolution No. 2526-0076- Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With ODP Business Solutions Properly Entered Into Through Region 4 ESC-TX
- Piggyback Agreement Between ODP Business Solutions, LLC and Oakland Unified School District
- Region 4 ESC and ODP Business Solutions Signed Bid Contract

**RESOLUTION OF THE  
BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 2526-0076**

**- District – Piggyback - ODP Business Solutions, LLC For Furniture, Installation and Related Services – Talent/Human Resources Department -**

**WHEREAS**, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

**WHEREAS**, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

**WHEREAS**, on April 10, 2024, Region 4 Education Service Center (ESC)-TX solicited bids under Bid #R24-01 for Furniture, Installation and Related Services;

**WHEREAS**, ODP Business Solutions, LLC (ODP) submitted a bid and was one of several vendors awarded the contract on December 17, 2024 through December 31, 2027 (“Agreement”) and;

**WHEREAS**, the ODP Contract has the option to renew for two (2) additional one-year periods.

**WHEREAS**, The bid became eligible as a piggyback contract and the District was alerted to the opportunity through OMNIA Partners’ cooperative purchasing program, which leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Education (“Board”) finds that the Agreement was properly bid, awarded, executed, and approved based on the representations of ODP and Region 4 ESC and the documentation provided to OUSD by the same, all of which are incorporated herein by reference; and

**BE IT FURTHER RESOLVED**, the Board declares that it is in the best interest of the District to contract with ODP Business Solutions and hereby accepts the offer of contract with ODP pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of \$500,000 per fiscal year through December, 2027, and approves the Piggyback Agreement with ODP Business Solutions, LLC.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 24th day of June, 2026, by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSED:

ABSENT:

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 15, 2026.

<b>Legislative File</b>	
File ID Number:	26-0419
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By:	

**OAKLAND UNIFIED SCHOOL DISTRICT**

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Jennifer Brouhard  
President, Board of Education

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Denise Saddler  
Superintendent



## PIGGYBACK AGREEMENT

This Piggyback Agreement (“Piggyback”) is entered into this 24th day of June, 2026 (“Effective Date”) by and between the Oakland Unified School District (“OUSD”) and ODP Business Solutions, LLC (“VENDOR”, together with “OUSD,” “PARTIES”).

**WHEREAS**, VENDOR is part of and subject to that certain Region 4 Education Service Center (ESC) Contract/Agreement #R240112 for Furniture, Installation and Related Services (“Agreement”) by and between VENDOR and Region 4 Education ESC-TXt;

**WHEREAS**, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

**WHEREAS**, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

**WHEREAS**, Public Contract Code section 20188 allows OUSD to “piggyback” on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it is in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

**WHEREAS**, the OUSD Board of Education has determined that it is in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

- 1. Incorporation.** This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.
- 2. Pricing.** VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed \$500,000 per fiscal year.
- 3. Term and Termination.** This Piggyback will be effective for the Term as set forth in the Agreement; through December 31, 2027. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.
- 4. Payment Terms.** VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due thirty (30) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in

making payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

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

*If to VENDOR:*

ODP Business Solutions, LLC  
6600 N Military Trail  
Boca Raton, FL 33496  
Attn: Sharalyn Sowers, Vice President

*With a copy to:*

ODP Business Solutions, LLC  
6600 N Military Trail  
Boca Raton, FL 33496  
Attn: Office of the General Counsel

*If to OUSD:*

Oakland Unified School District  
900 High Street  
Oakland, California 94601  
Attn: Procurement

*With a copy to:*

Oakland Unified School District  
1011 Union Street, Site 946  
Oakland, California 94607  
Attn: Office of the General Counsel

- 6. W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
- 7. All Documents Publicly Posted.** This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.
- 8. Incorporation of Recitals and Exhibits.** Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.
- 9. Litigation.** This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.
- 10. Signature Authority.** Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

**VENDOR**

Name: Sharalyn Sowers Signature: *Sharalyn Sowers*  
Position: Vice President Date: 2/2/2026



**OUSD**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Position: Board President Date: \_\_\_\_\_

Name: Denise Saddler Signature: \_\_\_\_\_  
Position: Superintendent Date: \_\_\_\_\_



FURNITURE, INSTALLATION, AND RELATED SERVICES  
Executive Summary

**Lead Agency:** Region 4 ESC

**Solicitation:** RFP 24-01

**RFP Issued:** April 10, 2024

**Pre-Proposal Date:** April 24, 2024

**Response Due Date:** June 6, 2024

**Proposals Received:** #63

**Awarded to: Affordable Interior Systems, Inc. (AIS), Allsteel LLC, Enwork (ASSA Group), Identity Group Holdings Corp., Irwin Seating Company, Jasper Seating Company, Inc. dba JSI, Kimball International Brands, Inc., Krueger International, Inc., Lakeshore Learning Materials, LLC, Meteor Education, LLC, ODP Business Solutions, LLC, OFS Brands Inc, Safco Products Co., School Specialty LLC, SitOnIt Seating (Exemplis LLC), Teknion LLC, The HON Company LLC, VS America, Inc., WB Manufacturing, LLC, Wenger Corporation**

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 24-01 on April 10, 2024, to establish a national cooperative contract for Furniture, Installation, and Related Services.

The solicitation included cooperative purchasing language in Sections I. Scope of Work, National Contract:

*Region 4 ESC, as the Principal Procurement Agency, defined in ATTACHMENT D, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**") to make the resultant contract (also known as the "**Master Agreement**" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "**Participating Public Agency**") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT D, or as otherwise agreed to. ATTACHMENT D contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

- Las Vegas Review-Journal
- Kennebec Journal, ME

On June 13, 2024, proposals were received from the following offerors:

Affordable Interior Systems, Inc. (AIS) (Affordable Interior Systems, Inc.)	School Outfitters	CorpDesign (Imagine Furniture Inc.)
Jasper Seating Company, Inc. dba JSI (Jasper Seating Company, Inc.)	School Specialty LLC	Diversified Woodcrafts (DWI Acquisition)
JMJS INC	SitOnIt Seating (Exemplis LLC)	EDmarketplace Inc.
Kaplan Early Learning Company (KAPLAN COMPANIES INC)	Special-T, LLC	Identity Group Holdings Corp. Educational Environments (Frank Cooney Co, Inc)
Kay-Twelve, LLC	Teknion LLC	Enwork (ASSA Group)
Kimball International (Kimball International Brands, Inc.)	The HON Company LLC	ERG International (Ergonom Corporation)
Krueger International, Inc.	Vari Sales Corporation	Flexxform Designs (Flexxform Designs Inc.)
Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)	VS America, Inc.	Fomcore, LLC
Learning Environments LLC	WB Manufacturing	Framery, Inc
Meteor Education, LLC	OFGO STUDIO (DSI Industries Inc.)	FurnitureLab (Rapp Productions, Inc)
National Public Seating (NPS Public Furniture Corp)	Wenger Corporation	FYRN
Natural Pod (Natural Pod Services, Inc.)	INDEAL Inc.	Global Furniture Group (Global Industries, Inc.)
Neutral Posture, Inc.	Human Active Technology	GMi Companies (Ghent Manufacturing)
Nevers Industries, Inc	AGATI, INC.	Greene Manufacturing, INC.
Irwin Seating Company	Allseating Corporation	Gressco LTD
ODP Business Solutions, LLC	Allsteel LLC	Groupe Lacasse LLC
OFS Brands Inc	Alumni Classroom Furniture Inc.	HiTouch Furniture
OM Seating (Office Master, Inc.)	Appalachian University Systems (Smarter Furnishings)	Elontec
Paragon Furniture Inc	BioFit Engineered Products	Zilenzio AB
Safco Products Co.	Limited Partnership	
	Cabot Wrenn (Hancock & Moore, LLC)	
	CEF-Custom Educational Furnishings	
	Clear Design (Evoque Group LLC)	
	Continental Flooring Company	

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with offerors: *Affordable Interior Systems, Inc. (AIS) (Affordable Interior Systems, Inc.)*, *Allsteel LLC*, *Enwork (ASSA Group)*, *Identity Group Holdings Corp.*, *Irwin Seating Company*, *Jasper Seating Company, Inc. dba JSI (Jasper Seating Company, Inc.)*, *Kimball International (Kimball International Brands, Inc.)*, *Krueger International, Inc.*, *Lakeshore Learning Materials, LLC (Lakeshore Parent, LLC)*, *Meteor Education, LLC*, *ODP Business Solutions, LLC*, *OFS Brands Inc*, *Safco Products Co.*, *School Specialty LLC*, *SitOnIt Seating (Exemplis LLC)*, *Teknion LLC*, *The HON Company LLC*, *VS America, Inc.*, *WB Manufacturing, LLC*, *Wenger Corporation* - all demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

The Board of Directors of Region 4 Education Service Center (ESC) executed the agreements, each with a contract effective date of December 17, 2024.

**Term:**

Initial three- year agreement from December 17, 2024 through December 31,2027 with the option to renew for two (2) additional one-year periods through December 31, 2029.

**Pricing/Discount:** Review of Official Signed Contract and Contract Updates. Discount off Price List. Catalogs are available through dealer network or contracted supplier's website.

**REGION 4 EDUCATION SERVICE CENTER (ESC)**

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**Contract # R240112**

**for**

**FURNITURE, INSTALLATION, AND RELATED SERVICES**

**with**

**ODP BUSINESS SOLUTIONS, LLC**

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Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of December 17, 2024 by and between \_\_\_\_\_ ODP Business Solutions \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of FURNITURE, INSTALLATION, AND RELATED SERVICES \_\_\_\_\_ ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

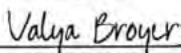
The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

DS  
CW

Initial  
AT

Corrected to: ODP Business Solutions, LLC

Company Name ODP Business Solutions  
Address 6600 N Military Trail  
City/State/Zip Boca Raton, FL 33496  
Telephone No. 561.438.4800  
Email Address valyabroyer@odpbusiness.com  
Printed Name Valya Broyer  
Title VP, Public Sector


Authorized signature   
DocuSigned by:  
16FC09C82A14452

**Accepted by Region 4 ESC:**

Corrected to 12/31/2027 DS  
CW Initial  
AT

Contract No. R240112

Initial Contract Term 12/17/2024 to ~~12/31/2027~~

  
Region 4 ESC Authorized Board Member

12/17/2024  
Date

Linda Tinnerman  
Print Name

  
Region 4 ESC Authorized Board Member

12/17/2024  
Date

Victor E. White  
Print Name

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

Region 4 might push back on Appendix B confidentiality statement.

**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note: If none are listed below, it is understood that no exceptions/deviations are taken.*)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.) **081924 Review**

**NOTE: All page references pertain to the page the exception item resided on in the original RFP as published.**

ODP - 10/15/24 - Region 4 - all Region 4 exceptions approved

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
RFP, page 5, l., last sentence	Scope of Work, Products & Services	OMNIA Partners Participants <del>may</del> will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the Region 4 ESC contract. ODP prefers supplemental agreements be permissive and not required.	Not used in furniture

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

Draft Contract 10)	Adding Authorized Distributors/Dealers	Purchase orders and payment shall be made to Authorized Distributor/Dealer unless otherwise approved by Contractor.	Similar to current Furniture contract
Draft Contract 11a)	Cancellation for Non- Performance or Contractor Deficiency	Region 4 ESC shall issue written deficiency notice.	Similar to current Furniture contract
Draft Contract 11e)	Standard Cancellation	<del>Either party Region 4 ESC</del> may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect <u>six months</u> after the other party receives the notice of cancellation. After the <del>180</del> <sup>30</sup> th business day all work will cease following completion of final purchase order. <u>Notwithstanding anything herein to the contrary, an order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.</u>	Similar to current Furniture contract but New language in red that extends cancellation period time frame
Draft Contract 14	7 day ship after PO receipt	When delivery will take longer than 7 days for special order projects, we suggest that actual anticipated delivery time to be provided at time of quotation <u>or time of order</u> . Also included standard delivery language.	Similar to current Furniture contract
Draft Contract 14	Delivery	<u>ODP may institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed and may be subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</u>  <u>If Public Agency is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Public Agency's expense. Public Agency shall pay a warehouse charge payable monthly. Double handling of a product will be charged at Contractor's normal hourly rate.</u>	Similar to current Office and Educational contracts - consistent with both contracts

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

Draft Contract 15	Inspection & Acceptance	<p><u>Inspection &amp; Acceptance.</u> If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC <u>in accordance to the terms and conditions of Contractor's return policy located at <a href="http://www.odpbusiness.com">www.odpbusiness.com</a> and incorporated by reference.</u> The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.</p>	Similar to current Furniture contract	Furniture
Draft Contract 16	Payments	<p><u>Payments.</u> <u>All orders are subject to credit approval. Contractor may require a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Public Agency's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in this Section 16. Payments are due thirty (30) days from the date of invoice. Contractor shall establish Public Agency's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Public Agency is delinquent in making payments to Contractor; (b) Public Agency is in breach of any resulting agreement; or (c)-Public Agency's credit standing becomes impaired or reasonably unsatisfactory to Contractor.</u> Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.</p>	New and Region 4 does not consider deposits - It has always been ODP policy usually non-profit or agencies that may have finance history issues.	
Draft Contract 17	Price Adjustments	<p><u>Price Adjustments.</u> Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. <u>Core p</u>Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the</p>	Similar to current Furniture contract	Furniture

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

		<p>amount stipulated in the Contract shall be paid without prior approval. All <u>core</u> price increases must be supported by manufacturer documentation, or a formal cost justification letter. <del>Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change.</del> It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All <u>core</u> price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.</p> <p><u>In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: <a href="https://ustr.gov">https://ustr.gov</a>, or other indices, U.S. domestic micro-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce, or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.</u></p>	<p>Similar to current Office and Educational contracts</p>
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**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

Draft Contract 18	Audit Rights	<p><u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. <del>Region 4 ESC</del> <u>Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense</u> reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this Agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm. <u>Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor.</u> In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	Similar to current Furniture contract	
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**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

Draft Contract 22	Warranty Conditions	<p><del>Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC or Public participating Agencies all manufacturer-supplied end-user warranties.</del></p>	Similar to current Furniture contract
Draft Contract 32	Certificates of Insurance	<p><u>Certificates of Insurance.</u> Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall <u>endeavor to</u> give Region 4 ESC a minimum of <del>ten-thirty (1030)</del> days' notice <del>prior to of</del> any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.</p>	Similar to current Furniture contract

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

2. c. vii./RFP Page 15	Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.	As a large global company, ODP is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.	Similar to current contract	Furniture
Ex A, 1.2/ Page 33				
Ex A, 1.5, B /Page 34	Objectives of Cooperative Program	B. Establish the Master Agreement as <u>one of the Supplier's primary go to market strategies</u> to Public Agencies nationwide.		
Ex A, 2.1/Page 34	Corporate Commitment	(2) the Master Agreement is <u>one of Supplier's primary "go to market" furniture &amp; installation strategies</u> for Public Agencies.	Similar to current contract, but included redline language in this version	Furniture
Ex A 2.2/Page 35	Pricing Commitment	ODP strikes this Section. In customer scenarios where a cooperative contract is in use, ODP offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and ODP's cost to purchase products. However, in this scenario, ODP is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.	Similar to current contract	Furniture
Ex A 2.3/Page 35	2.3 Sales Commitment	Supplier commits to aggressively market the Master Agreement as <u>one of its go to market strategy in this defined sector</u> and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. ODP also strikes "Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a	Similar to current contract, but this time included "one of".	Furniture

"Confidential"

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

		consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement." ODP cannot allow customer contracts to dictate internal compensation decisions.	
Ex A, 3.3 K./Page 39	Marketing and Sales	State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	Similar to current Furniture contract
Ex A 3.3, M./Page 39	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). ODP strikes this section in its entirety.	Similar to current Furniture contract
3.3, N./Pages 39 & 40	Marketing and Sales	Strike this Section. "Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to- exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier's strategies under these options when responding to a solicitation."	

FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01

<p>Ex B, paragraph 12, page 44</p>	<p>Administrative Fee</p>	<p>An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, <u>rebates, and discounts</u> for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.</p> <p>ODP is offering an Administrative Fee of 1.202% on Contract Sales, except truckload paper which is at 0.5%.</p>	<p>Similar to current Furniture contract 1.202% on Contract Sales except truckload paper which is at 0.5%</p> <p>Per ODP keep AA language consistent, include quarterly and 30days payment language from most current AA educational school supplies.</p>	
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## 24-01 Addendum 6

### ODP Business Solutions, LLC

### Supplier Response

#### Event Information

Number: 24-01 Addendum 6  
Title: Furniture, Installation, and Related Services  
Type: Request for Proposal  
Issue Date: 4/11/2024  
Deadline: 6/13/2024 02:00 PM (CT)  
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:  
[region4esc.ionwave.net](http://region4esc.ionwave.net).

**No manual, emailed, or faxed proposals will be accepted.**

#### **NON-MANDATORY PRE-PROPOSAL CONFERENCE #2**

**Meeting to be held on**  
**Wednesday, May 1, 2024 at 10:00 am CST**  
**via ZOOM. Click [here](#) to join.**

Meeting to be held on  
**Wednesday, April 24, 2024 at 10:00 am**  
**via ZOOM. Click [here](#) to join.**

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

## **Contact Information**

Address: Finance and Operations  
7145 West Tidwell Road  
TX 77092

Email: [questions@esc4.net](mailto:questions@esc4.net)

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name <sup>^</sup> ODP Business Solutions, LLC DS  
VB  
 ODP Business Solutions  
 Address 6600 N Military Trail  
 City/State/Zip Boca Raton, FL 33496  
 Telephone No. 561.438.4800  
 Email Address valyabroyer@odpbusiness.com  
 Printed Name Valya Broyer  
 Title VP, Public Sector

Authorized signature

DocuSigned by:  
  
 19FC09CB2A14452

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member


\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ODP Business Solutions  
Address 6600 N Military Trail  
City/State/Zip Boca Raton, FL 33496  
Telephone No. 561.438.4800  
Email Address valyabroyer@odpbusiness.com  
Printed Name Valya Broyer  
Title VP, Public Sector

Authorized signature   
DocuSigned by:  
Valya Broyer  
19FC08C82A14452

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## ODP Business Solutions, LLC Information

Contact: Valya Broyer  
Address: 6600 N Military Trail  
Boca Raton, FL 33496  
Phone: (303) 704-8107  
Email: valya.broyer@odpbusiness.com  
Web Address: www.odpbusiness.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Valya Broyer  
Signature

valya.broyer@odpbusiness.com  
Email

Submitted at 6/13/2024 11:37:50 AM (CT)

## Requested Attachments

### OFFER AND CONTRACT SIGNATURE FORM

1\_OFFER AND CONTRACT  
SIGNATURE FORM.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

### Appendix B - Terms & Conditions Acceptance Form

Office\_Depot\_Response.Appendix  
B.V2docx.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

### Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

3\_Acknowledgment Acceptance -  
Region 4 ESC Open Records  
Policy\_2.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

### OMNIA Partners - Exhibit F Federal Funds Certifications

18\_OMNIA Partners - Exhibit F  
Federal Funds Certifications  
Form.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

### Value Add

24-01 Value Add.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

### Antitrust Certification Statements

6\_Antitrust Certification  
Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

### Certificate of Interested Parties (Form 1295)

7\_Certificate of Interested Parties  
(Form 1295) NA Legislation  
Changes.pdf

Must complete the form online at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

<b>Minority Women Business Enterprise Certification</b>	<i>No response</i>
Please upload Minority Women Business Enterprise Certification if applicable.	
<b>Submit FEIN and Dunn &amp; Bradstreet report.</b>	10_FEIN_DNBi_The ODP Corporation-DUNS117593451.pdf
Upload FEIN and Dunn & Brandstreet report here.	
<b>Products and Pricing</b>	24-01 Products and Pricing.pdf
Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.	
<b>Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification</b>	<i>No response</i>
Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.	
<b>Historically Underutilized Business (HUB) Certification</b>	<i>No response</i>
Please upload Historically Underutilized Business (HUB) Certification if applicable.	
<b>Texas Government Code 2270 Verification Form</b>	4_Texas Government Code 2270 Verification Form.pdf
Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.	
<b>Additional Agreements Offeror will require Participating Agencies to sign.</b>	<i>No response</i>
Upload any additional agreements offeror will require Participating Agencies here.	
<b>Historically Underutilized Business Zone Enterprise (HUBZone)</b>	<i>No response</i>
Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.	
<b>Other recognized diversity certificate holder</b>	<i>No response</i>
Please upload other recognized diversity certificate holder if applicable.	
<b>OMNIA Partners - Exhibit F Federal Funds Certifications</b>	18_OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf
Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.	
<b>OMNIA Partners - Exhibit G New Jersey Business Compliance</b>	19_OMNIA Partners - Exhibit G New Jersey Compliance Form.pdf
Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.	

## Response Attachments

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### 24-01 Attachment D Exhibit A.pdf

Written responses to Attachment D - Exhibit A

### 24-01 Performance Capability.pdf

Written response to b) Performance Capability

### 24-01 Qualifications Experience.pdf

written response to c) Qualification and Experience

### RFP 24-01 Appendix A - Draft Contract2.ODPredlineV2.docx

Appendix A - redlined Draft Contract

### ODP Sample Reports.zip

Sample reports

## Region 4 Proposed Furniture Core & Catalog Discounts.xlsx

Pricing File - Furniture Core List, Catalog & Catalog Discounts

## Attachment\_XV\_-\_RFP\_24-01\_Region\_4\_ESC\_-\_ODP\_Business\_Solutions\_Workspace\_Interiors.xlsx

Pricing File - Discount by Manufacturer - Special Order Furniture

## Broyer, Valya Secretary's Certificate.pdf

Authorization to Sign - Secretary's Certificate

### Bid Attributes

#### 1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

I have read and agree.

#### 2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

#### 3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

#### 4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

#### 5 Is pricing available for all products and services?

Yes

No

**6 List the category or categories you are offering.**

ODP Business Solutions has proposed our complete catalog of products and services including, but not limited to, the following categories: •Seating/Chairs •Soft Seating •Technology Support Furniture: •Library Furniture •Cafeteria Furniture •Learning Spaces Furniture •Audio/Visual Furniture •Art Instructional Furniture •Educational Office Furniture •Outdoor Furniture •Filing Systems, Storage and Equipment • Systems Furniture • Freestanding Furniture • Health and Science Furniture •Wall and Ceiling Solutions •Privacy Pods, Phone, Sound Isolation Rooms, and Furniture Booths • Safety and Security Furniture • Interior Solutions • Related products and design • Career/Technical Education Furniture • Music/Auditorium/Theater/Performing Arts • Window Coverings - Including Films • Room Decor including area rugs, art, • Cafeteria equipment and furniture

**7 Furniture Offerings**

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.

ODP offers new, used, parts, accessories, service & repair, trade-ins, and leasing. Financial Services (leasing, renting, financing, used furniture brokerage) and requests for repair/services (including detailed final project inspection, future needs, and ergonomic assessments..

**8 Minimum Quantities**

Describe any minimum quantities.

Furniture orders may be as small as a single furniture item.

**9 Custom or special orders**

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

Workspace Interiors by ODP Business Solutions is the contract furniture division of ODP Business Solutions. We work closely with our clients to determine their exact needs and preferences. This information is developed and communicated to our manufacturers, offering products manufactured to specification. Sales professionals, project consultants, and designers are all trained on our varied complement of vendors offering product manufactured to spec. We employ a wide variety of methods to communicate and confirm the details associated with development of customized solutions, including written specification, 2D, and 3D drawings. Rendering and virtual walkthrough programs are sometimes utilized to demonstrate complex details and concepts. Customized furniture and furniture programs are part of the foundation that drives ODP Business Solutions' furniture business. We welcome all inquiries and treat every request with a high level of importance.

**10 Describe ordering methods, tracking, and reporting.**

With 37 years of experience continually driving improved ordering processes, ODP Business Solutions has developed several ordering tools for our customers. We offer significant order entry flexibility and automation. Available options are Phone, fax, email, direct internet, EDI, E-procurement integration. We offer a wide range of reports available, providing reporting down to the site level based on our account hierarchy utilization. Participating Agencies are linked to the Cooperative Contract as the highest-level, allowing ODP to provide required reporting to OMNIA Partners and every Participating Agency.

**1**  
**1** **Shipping Costs**

Describe any shipping charges.

1. Describe delivery charges along with definitions for:
  - a. Dock Delivery
  - b. Inside Delivery
  - c. Deliver and Install

The pricing in this Contract includes dock (a loading dock or loading bay area of a building where goods from vehicles are loaded and unloaded) &/or room-of-choice (inside delivery) delivery. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, bulk items, furniture, special order furniture &/or rush deliveries, & Hawaii, Alaska, & Puerto Rico orders. For Participating Agencies that require desktop delivery additional charges may apply. The additional freight charges for orders shipped to HA, AL, &/or PR shall be set uniformly be each market's retail delivery partner & may impose a minimum order value ("MOV") of \$50.00. ODP Business Solutions may impose a minimum order value ("MOV") of \$50.00. In lieu of an MOV, a Participating Agency may elect to be subject to a small-order delivery fee consistent with ODP Business Solutions' standard delivery terms. ODP reserves the right to waive the MOV or small order delivery fee.

**1**  
**2** **Warranty Pricing**

Provide pricing for warranties on all products and services.

ODP Business Solutions warranties will be limited to ODP Business Solutions-branded products only, and for all other products, ODP Business Solutions will pass through to Customer all manufacturer-supplied end-user warranties. Workspace Interiors guarantees all of the products sold. Should the end user encounter manufacturer warranty issues, Workspace Interiors will work on your behalf to complete prompt repair or replacement of furniture with the manufacturer. Errors and damages that occur as a result of a Workspace Interiors error will be handled promptly through repair or return and replacement of the product. Workspace Interiors is not the manufacturer of any furnishings purchased hereunder. Customer shall be entitled to all manufacturer's product warranties associated with the furnishings purchased by Customer hereunder. Workspace Interiors will use reasonable efforts to assist Customer in asserting such warranty rights.

**1**  
**3** **Describe any return or restocking fees.**

Your complete satisfaction is our primary concern. We want to ensure every purchase is the right one for you. If you are dissatisfied with your purchase for any reason, you may return most items in their original packaging within 30 days of purchase for a replacement or full refund. Exceptions: •Furniture, Computers & Business Machines with accessories in original packaging can be returned within 14 days after purchase for a full refund. •Opened Computers, Business Machines & Software (with accessories & original packaging) can be exchanged for the same item within 14 days of purchase. •Cleaning, Sanitation, Breakroom, Safety (including COVID test kits, personal protective equipment, masks, face coverings, face shields, gloves, goggles, gowns, thermometers), Facility, & other related products & supplies cannot be returned. •Special Order Products cannot be returned or exchanged. This includes items not stocked in one of our warehouses &/or indicated as SPECIAL ORDER.

**1**  
**4** **Discounts or Rebates**

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

ODP Business Solutions is pleased to present a program that goes beyond the RFP requirements as follows. ODP Business Solutions will pay Participating Agencies an annual volume rebate ("Agency Annual Volume Rebate") based on such Participating Agency's Spend, provided that the Participating Agency is not materially delinquent in paying undisputed invoices as required under the Contract. Agency Annual Volume rebates shall be calculated back to dollar one. The Agency Annual Volume Rebate shall be disbursed within ninety (90) days of the contract anniversary and shall be calculated as follows: Annual Spend \$500,001 - \$1,000,000 Annual Volume Rebate 1.5% of Annual Spend; Annual Spend \$1,000,001 - \$2,000,000 Annual Volume Rebate 2.0% of Annual Spend; Annual spend \$2,000,001 - \$3,000,000 Annula Volume Rebate 3.0% of Annual Spend; Annual spend \$3,000,001 - \$4,000,000 Annual Volume Rebate of 4.0% of Annual Spend, Annual spend \$4,000,001+ Annual Volume Rebate 5.0% of Annual Spend . For

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**Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

At the time of order entry on our private contract website, [www.odpbusiness.com](http://www.odpbusiness.com), will show items that are part of the primary contract offering. The items are notated with a C (core item) or Best Value icon. Furthermore, this proposal includes our full breadth of product offering. Our invoicing capabilities allow for full pricing detail to further provide price verification. Special Order (noncode), project furniture orders require the Region 4 contract number to process, and to obtain the correct (additional) manufacturer's discounting. All orders are price verified by furniture order management at time of order, and again at order acknowledgement to ensure the correct contract price. Our invoicing statements provide line item detail of pricing and discount percentage.

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**Payment Methods**

Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, credit card, or check via electronic and/or mailed invoice (Summary or Standard). •Check •Credit or Procurement Card (VISA, MasterCard, Discover, AMEX) only at point of sale •EFT •EDI

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**Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.

ODP is offering a Core List for the most popular furniture items purchased by public sector agencies. Those prices are subject to change quarterly based on 30-day notification to Region 4 and approval from Region 4. For items on the ODP Business website that are not part of the core list, we propose a Discount from Web price on the items in our catalog and matching web price on all other furniture items outside the catalog. We do not anticipate the structure to change. The proposed Discount from Web price table has been included in our Appendix E price file submission. For special order furniture, ODP Business Solutions guarantees the Discount from List set forth in Attachment XV - RFP 24-01 Region 4 ESC - ODP Business Solutions Workspace Interiors.xlsx for the life of the agreement.

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**Future Product Introductions**

Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?

When future product introductions are needed we will provide Region 4 ESC with the information concerning the product and the reasons for the introduction and the proposed pricing which will be based on the then current pricing structure within the contract unless there is no precedent, in which case we will propose pricing and negotiate in good faith to reach agreement.

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**Are repurpose or end of life programs offered? If so, explain the process.**

As part of our turn-key furniture services, ODP Business Solutions provides full delivery, set-up, and trash removal for most products. If there is a need to dispose of existing product, we work with brokers to develop the best proposal for each scenario, including buy-back programs, charitable donations, or in some cases, outright disposal. As we are an environmentally sensitive company, we always strive for a viable solution that minimizes landfill waste.

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**Are product loaner programs available? If so, explain the requirements.**

ODP Business Solutions offers a sample/mockup program to help you experience the product firsthand. We provide these samples or mockup products to you at no cost, along with the installation of the furniture piece. Please note that while we do not charge for the sample or mockup product and its installation, it's the customer's responsibility to ensure that the site is prepared and ready for delivery and installation. This includes making sure that power, data, and other building site conditions are conducive to the successful implementation of the sample or mockup program.

2 1	<p><b>Describe experience with Prevailing Wage and Bacon-Davis.</b></p> <p>ODP Business Solutions serves public and private organizations, businesses, and institutions in all 50 states. We have extensive experience with Prevailing Wage and Bacon-Davis.</p>
2 2	<p><b>Not to Exceed Pricing</b></p> <p>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.</p>
2 3	<p><b>Special Offers/Promotions</b></p> <p>In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.</p>
2 4	<p><b>Federal Funding Pricing</b></p> <p>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.</p> <p><input checked="" type="checkbox"/> Agree  <input type="checkbox"/> Disagree</p>
2 5	<p><b>Appendix D, Exhibit A, OMNIA Partners Response for National Contract</b></p> <p>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p>
2 6	<p><b>Appendix D, Exhibit B, OMNIA Partners Administration Agreement</b></p> <p>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.</p>
2 7	<p><b>Appendix D, Exhibits F and G</b></p> <p>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.</p>
2 8	<p><b>Emergency Orders</b></p> <p>Describe how Offeror responds to emergency orders.</p> <p>ODP will work with agencies for emergency furniture needs and identify potential solutions. For example, we've worked with agencies that have experienced flooding and needed a quick turnaround on new furniture. Your ODP Workspace Interiors teams will coordinate with multiple manufacturers, delivery companies and installation companies (if required) to meet their needs. Start with your Workspace Interiors main point of contact, for Special Order Furniture (noncode), will work with you and the manufacturer to expediate furniture orders. If your end users are near an Office Depot/OfficeMax store and they have access to a mobile device, we encourage you to register online for the Store Discount Program and download our mobile app to access the discount at checkout in an Office Depot or OfficeMax store.</p>

**29 What is Offeror's average Fill Rate?**

ODP Business Solutions stocks, on average, more than 15,000 SKUs in our Delivery Centers. In addition, we consistently achieve over a 98% line item fill rate nation-wide. Order Fill Rate - The percentage of orders that were 100% filled on the first delivery schedule for the ship to location - 97.70% Line Fill Rate - The percentage of line items ordered that were 100% filled on the first delivery schedule for the ship-to location - 99.22%

**30 What is Offeror's average on time delivery rate?**

Describe Offeror's history of meeting the shipping and delivery timelines.

The On-Time Delivery (OTD) percentage is a calculation of overall performance to ensure all in-stock merchandise is delivered to the end customer by the delivery promise date. On-Time Delivery - The percentage of deliveries that were made on the promised schedule for the ship-to location - 99.13% Next business day and on-time delivery has been an ODP Business Solutions commitment for years and is a highly-valued feature for our Contract customers.

**31 Describe Offeror's history of meeting the shipping and delivery timelines.**

The On-Time Delivery (OTD) percentage is a calculation of overall performance to ensure all in-stock merchandise is delivered to the end customer by the delivery promise date. On-Time Delivery - The percentage of deliveries that were made on the promised schedule for the ship-to location - 99.13% Next business day and on-time delivery has been an ODP Business Solutions commitment for years and is a highly-valued feature for our Contract customers.

**32 Describe Offeror's return and restocking policy.**

Your complete satisfaction is our primary concern. At ODP Business Solutions, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your stocked (coded) furniture purchase for any reason, you may return most furniture items in their original packaging within 14 days of purchase for a replacement or full refund. To return an item, contact Customer Care at 888.263.3423 or go to our website to process it. Exceptions: Special Order Furniture (noncode) Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER or sold through Workspace Interiors. If the item is defective or incorrect material is delivered, we will work with the purchasing agency to resolve, repair, or replace the item.

**33 Describe Offeror's ability to meet service and warranty needs.**

ODP Business Solutions' warranties shall be limited to ODP Business Solutions branded products. For all other products, ODP Business Solutions will pass through to Region 4 ESC Participating Agencies, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties. ODP Business Solutions disclaims any implied warranties, including the warranty of fitness for a particular purpose and the warranty of merchantability. Should the end user encounter manufacturer warranty issues, Workspace Interiors will work on the Agencies behalf to complete prompt repair or replacement of furniture with the manufacturer. Errors and damages that occur as a result of a Workspace Interiors error will be handled promptly through repair or return and replacement of the product.

**34 Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Catalog/Coded Furniture: ODP Business Solutions operates a "One Call Resolution" process where over 80% of calls are resolved during initial contact. If a Customer Care Professional (CCP) needs to call back due to another department's involvement, communication is managed within the same day and a response is provided to the customer within 24 hours. First contact resolution is the goal for all inquiries. Levels of problem resolution include immediate resolution on first contact, escalation to support/research teams for resolution within 24 hours, and mandatory escalation to a supervisor for multiple calls on the same incident. Hours of Operation: • National, Local, and Inside Sales Teams are available Monday to Friday, 8 a.m. to 5 p.m. local time. • Customer Care Desk - Monday to Friday, 7 a.m. to 8 p.m. (ET). • Online CHAT function - Monday to Friday, 8 a.m. to 8 p.m. (ET). • Internet Help Desk Representatives - Monday to Friday, 8 a.m. to 8 p.m.(888)-2OFFICE ([888] 263-3423)

**3 5 Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Our goal is to provide Participating Agencies with the billing method that will make managing your payables more efficient. ODP Business Solutions' billing system is flexible, designed to provide invoicing compatible with your systems whenever possible. During contract implementation requirements are identified, the formats built and reviewed during our discussions. There are four (4) fields in our invoice format for Region 4 Participating Agency use as needed (cost center, etc.) including validation capability. Different options are available, depending on whether the billing is in paper or electronic format.

**3 6 Transition Plan**

**Describe Offeror's contract methodology/implementation/customer transition plan.**

Participating agencies already utilizing any of the Region 4 contracts with ODP will be automatically activated to the new Region 4 Furniture & Installation contract upon the effective date of the new contract. No implementation work will be needed from existing participants. For any new agencies that wish to use the contract, accounts will be setup and transitioned within 1-30 days or based upon agency request. For new participants, once selecting ODP Business Solutions as its partner the transition process will be launched. Our assigned Implementation Team meets with your key personnel determining all elements of our relationship and developing the structure to ensure that the program meets the Agencies needs. The ODP Business Implementation team does the heavy lifting with progress milestones and team member responsibilities clearly identified and communicated. Implementation Team Roles and Responsibilities: Introduce key stakeholders Review account performance requirements Identify required account set up information to be provided to the implementation team Review invoice and reporting requirements Review delivery requirements Review approval workflows Implementation Project Plan and Checklist Region 4 ESC's implementation plan establishes a jointly agreed set of activities and timetable for all significant events, from contract award to launching full-scale service delivery. The plan enables us to: Set project scope and requirements Agree on short, medium & long-term objectives, schedule reviews Outline roles and responsibilities for each activity Establish dependencies between key activities Control processes for monitoring and reporting progress Outline contract criteria between both parties Confirm ordering methodologies and eBusiness strategies Program Launch and Marketing Maximizing contract compliance and Region 4 ESC's value, ODP Business Solutions provides a detailed program launch ensuring Agency end users are aware of our new partnership. We launch our program with a series of marketing activities including: ODP Business Solutions Welcome Letter introducing the benefits of the contract Schedule of live training Easy-to-understand online user guide Introduce Web Site Tutorials End-User Training End-user training and contract awareness incorporate a range of initiatives which include: Website User Guides: These comprehensive guides are available online in Adobe Acrobat PDF format. Ongoing Support: Our eBusiness help desks and local customer care teams are available to all your end users. Website Tutorials: We provide end users with simple-to-use online tutorials to assist them with ordering procedures.

**3 7 Describe the financial condition of Offeror.**

ODP Business Solutions is one of the largest office products distributors in the world. The company has annual sales of approximately \$7.8 billion and is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited ODP Business Solutions' balance sheets, stating our financial integrity and position in the marketplace. Region 4 can assess ODP Business Solutions' financial standing with the following details: ODP Business Solutions' Federal Tax Identification number: 86-2161688 Unique Entity Identifier (formerly Dun & Bradstreet number): 11-865-7778 Additional financial ratings, ratios, and corporate information are available.

**38 Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

ODP Business Solutions has a demonstration login at [www.odpbusiness.com](http://www.odpbusiness.com). LoginName: bid production, Password: production. Region 4 Agencies authorized users have full access to ODP Business Solutions' integrated e-Commerce website, [odpbusiness.com](http://odpbusiness.com). This platform offers real-time inventory availability, a 12-month order history with report generation, comprehensive invoicing, and a user-friendly interface protected by advanced security protocols. ODP Business Solutions provides a one-stop website to increase productivity and reduce expenses. Region 4 users benefit from our experience as a founding member of the OBI, advanced internet ordering, and extensive third-party ERP integration, with over 1,500 third-party integrations and punch-out solutions. The Online returns process is simple and the fastest method for item return and full credit.

**39 Describe the Offeror's safety record.**

ODP Business Solutions is committed to providing a safe environment in which our associates work and our customers shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication and supervision. Safety is an underlying value that we actively promote and practice every business day. The ODP Business Solutions Safety and Health program relies on each associate's active involvement to achieve our safety expectations. The ODP safety program is led by the Director of Environmental Health and Safety along with our Environmental Health and Safety Manager Supply Chain who oversee safety processes. Additionally, 45 Field Loss Prevention & Safety Managers help drive field safety. The following detail shows ODP Business Solutions OSHA Recordable Incident Rate (RIR) for 2023: Avg # of employees 3,469, hours worked 5,851,907, # recordable cases 138, incident rate 4.7, OSHA rate for industry 5.7, # fatalities 0.

**40 Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?**

ODP Business Solutions takes social and environmental responsibility to heart. You can see it in how we cultivate, refine, and align our initiatives in our organization, our communities, and beyond. Review our current Corporate Sustainability Report for a detailed glimpse into our practices. We help Agencies evaluate their green spend at a glance with our free quarterly Green Business Reviews (GBRs). This report will show your purchasing history according to the ODP Business Solutions GreenerOffice Rating system so Agencies can decide when and where to go greener. Custom Green Spend Reports include personalized reports uniquely suited for each Agencies' needs. With the paper calculator we help Agencies understand the environmental footprint of paper choices.

**41 Describe any social diversity initiatives.**

Customer Focus, Commitment, and Caring are core components of the ODP Business Solutions corporate culture and diversity strategy. We are committed to developing, establishing and accomplishing our diversity goals and helping our customers do the same. What drives our company's success are the diverse perspectives, ideas, and experiences of our associates, suppliers, and our customers. Respect, unity, and equality are integrated within the foundation of our corporate culture, and we're dedicated to providing equal opportunities for all—across all areas of our business. Our Community Investment program, #DepotDifference, is focused on empowering education, championing entrepreneurship, and strengthening our communities through a variety of volunteer and philanthropic initiatives. Our Associate Resource Groups (ARGs) are voluntary associate-led groups that foster awareness, education, and allyship in our workplace, marketplace, and communities.

**42 Provide example(s) of general guidance on executing strategies for successful adoption of new policies, processes and procedures.**

When customers desire to implement new policies (ie restricted product), processes (ie approval routing) or procedures (utilizing credit cards, implementation of ERP system), your sales representative will engage all the appropriate resources within ODP to implement appropriately. Resources can include our implementation teams, billing teams, ecommerce teams, training teams and marketing teams. After fully understanding the desired outcomes, appropriate policies, procedures & processes will be developed, documented and then communicated as appropriate.

**4  
3 Provide a brief history of the Offeror, including year it was established and corporate office location.**

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, the ODP Corporation has become a leading global provider of products, services and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, ODP Business Solutions developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, ODP Business Solutions sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. In addition, ODP Business Solutions, headquartered in Boca Raton, Florida, is expanding its capabilities as a leading provider of business services and supplies, products and technology solutions.

**4  
4 Describe Offeror's reputation in the marketplace.**

As part of its full complement of business service programs, ODP Business Solutions features a full-service furniture division specializing in the supply, service, and management of contract business interior solutions and programs. The Workspace Interiors team at ODP Business Solutions works in tandem with our Office Supply, Technology, and Design/Print/Ship divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. We provide services and products for all agency types, including corporate office, Hospitality, Learning, Government, and most all others, offering specific product and service packages. Seasoned, knowledgeable management and support staff provide a complete offering of services, including Space planning & Design, Project Management and Coordination, Moving, and all other services you would expect from a full-service Contract Furniture and Services Dealer.

**4  
5 Describe Offeror's reputation of products and services in the marketplace.**

Proof of our focus and reputation in the market is our rating on Procurated, the largest supplier ratings and reviews platform built for the public sector. As of May 2024, ODP has more than 2300 reviews from the end users transacting with ODP Business Solutions and a rating of 4.0 stars out of 5.

**4  
6 Describe the experience and qualifications of key employees.**

Valya Broyer, VP with 35+years of experience. Valya is responsible for the public sector organization and development of public sector customers. She cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio. Larry Reinker, Program Manager with 31+ years of experience. Larry will be the lead Program Manager for all the Region 4 contracts. He will use his extensive experience to proactively manage the Region 4 contracts, providing value to Region 4 and participating agencies. Ron Hubbell, National Program Manager with 39+ years of experience in sales management and operations. Jennifer Jimenez, National Program Manager with 15+ years of experience. Megan Loope, Furniture National Program Manager with 21+ years of experience. Megan is dedicated to OMNIA Partners Public Sector. She supports our sales teams nationwide, consulting on furniture design solutions, pricing strategy & cooperative compliance.

**4**  
**7** **Authorized Distributors/Dealers Listing**

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.
2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

ODP Business Solutions has made strategic U.S. acquisitions of office product companies in various regions. These recent ODP Business Solutions acquisitions have formed our Federation segment. The companies listed below make up The Federation: Garvey's Office Products - 7500 N. Caldwell, Niles, IL 60714 Complete Office WA - 11521 E. Marginal Way S. Ste. 100, Seattle, WA 98168 Complete Office WI - N115 W 18500 Edison Dr., Germantown, WI 53022 Complete Office CA - 12724 Moore Cerritos, CA 90703 Business Essentials - 6645 James Ave N, Minneapolis, MN 55430 Regency 360 - 8024 Glenwood Ave, Raleigh, NC 27612 Sandia Office Supply - 5801 Office Blvd NE, Albuquerque, NM 87109 Premium Incorporated - 2644 Waiwai Loop, Honolulu, HI 96819 Admiral Express - 1823 N. Yellowood Ave, Broken Arrow, OK 74012 COS Business Products and Interiors - 1548 Riverside Dr, Chattanooga, TN 37406 America's Office Source - 706 Turnbull Ave #305, Altamonte Springs, FL 32701 Trio Supply Company - 45 Northern Stacks Dr #100, Fridley, MN 55421 Perimeter Office Products - 3505 Newpoint Pl, Ste 475, Lawrenceville, GA 30043 Office Essentials - 1834 Walton Road, St. Louis, MO 63114 Office Supply.com - 302 Industrial Dr. Columbus, WI 53925 Gateway Office Supply - 315 S Closner Blvd, Edinburg, TX 78539 ODP Business Solutions will submit new authorized distributors/dealer when needed. Historically this has been approximately one (1) time per year. Participating agencies can confirm Authorized Distributors/Dealers by the RFP document and then any corresponding Material Notice of Change documentation approved by Region. All will be available upon request to the ODP Business team and can be found on the OMNIA Partners contract offerings website.

**4**  
**8** **Describe Offeror's experience working with the government sector.**

ODP Business Solutions understands the unique requirements of public agencies. We've served the public sector for 36 years, supporting government at every level — and consistently delivering industry-leading value. We offer products, services, strategies and savings that can improve procurement efficiency. We are well versed in supporting federal, state and local agencies, leverage our contracts, including OMNIA Partners, to help Participating Agencies save on products and solutions. Our GSA MAS contracts (#47QSEA20D005Q and #47QSCA20D000B) contain a broad assortment including furniture. We have significant experience in managing all aspects of public contracts and vast experience implementing and transitioning sophisticated e-procurement systems supporting government programs.

**4**  
**9** **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

The ODP Corporation 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 ODP's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

**50 References**

Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



**51 Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

At ODP Business Solutions, a commitment to education is at our core, and efficiency is one of the main benefits that sets us apart. We'll continue to build on our foundation with proficiencies that help us support districts, communities, teachers, and parents in providing a school system that propels students into the future with lasting success. No matter the size of your Participating Agency or how many schools they have, Region 4 ESC can count on us for quality products at competitive prices. As noted throughout our proposal, ODP Business Solutions is dedicated to helping students succeed in school and in life. We are proud to impact education at every level with: 37 years working with public and private education institutions, dedicated public sector representatives who are knowledgeable about industry trends, their impact on procurement practices, and designing solutions that may not have seemed possible. And as a leader in national cooperative purchasing contracts.

**52 Value Add**

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

**53 Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

**54 Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

**55 Additional Investigations**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

**56 Supplier Response**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**57 Brief history and description of Supplier to include experience providing similar products and services.**

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, the ODP Corporation has become a leading global provider of products, services and solutions for every workplace, whether that be the office, school, home, or transportation. From the late 1980s and throughout the 1990s, ODP Business Solutions developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, ODP Business Solutions (then "Office Depot") sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. In addition, ODP Business Solutions, headquartered in Boca Raton, Florida, is expanding its capabilities as a leading provider of business services and supplies, products and educational solutions. As part of its full complement of business service programs, ODP Business Solutions features a full-service furniture division specializing in the supply, service, and management of contract business interior solutions and programs. The Workspace Interiors team at ODP Business Solutions works in tandem with our Office Supply, Technology, and Design/Print/Ship divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. Workspace Interiors supports our clients' corporate, regional, local, home office, and individual needs wherever they may be. We provide services and products for all business types, including corporate office, Hospitality, Learning, Government, and most all others, offering specific product and service packages for businesses of all sizes. Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services including: Space planning & Design, Project Management and Coordination, Moving, and all other services you would expect from a full service Contract Furniture and Services Dealer. ODP Business Solutions had sales over \$7.8 Billion in 2023. We work with more than 200 strategic partners and specialized product vendors to provide best pricing and practices in order to supply standard and custom furniture solutions. With 25 National Distribution Centers, ODP Business Solutions can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special order service, offering an infinite number of product solutions. Our products and services are backed by the strength of a Fortune 200 Company. Our K-12 service support philosophy is uncomplicated: We believe in high quality education through strong business frameworks. We build our team and select our partners around this philosophy. We feel its inherent simplicity will continue to move us toward the future. We commit to providing our district partners our creative and professional best and upholding our company's reputation for excellence. Supported by a team of K-12 specialists, consultants, and innovators: We provide solutions that are responsive to learner needs and an experience that combines the creativity and insight of our district partners. ODP Business Solutions' team collaborates to provide instructional tools that best facilitate your Participating Agencies' intended learning goals.

**58 Total number and location of salespersons employed by Supplier.**

ODP Business Solutions has approximately 800 Sales Representatives and Sales Support Team members working with our BSD contract customers. This includes those who would be covered by the proposed contract. Our public sector customers and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our Sales Team located across the country.

**59 Number and location of support centers (if applicable) and location of corporate office.**

ODP Business Solutions has approximately 55 sales offices located around the U.S. as indicated in the following chart. In addition, we also have sales representatives operating out of their homes in more remote locations. We do not publish those addresses. Our corporate headquarters is located at 6600 North Military Drive, Boca Raton, FL 33496.

**60 Annual sales for the three previous fiscal years.**

[REDACTED]

**61 Annual sales for the three previous fiscal years.**

[REDACTED]

6 Annual sales for the three previous fiscal years.

2 [REDACTED]

6 Describe any green or environmental initiatives or policies.

3 The 2024 Corporate Sustainability Report presents the Company's notable achievements from 2023 and ongoing commitment to achieving its sustainability goals, supporting customers in meeting their sustainability commitments and making positive contributions to local communities. Accomplishments highlighted in the 2024 report include: Achieved a 36% reduction in greenhouse gas (GHG) emissions from 2019 (MT CO2e Scopes 1 and 2) Calculated our full scope of GHG inventory for the second year, which helped us set science-based targets and have them validated by SBTi Delivered a 6.7% blended absolute plastic reduction in private label packaging and e-commerce shipping operations in 2023 from a 2022 baseline Diverted 92% of waste from landfills across our distribution center network Raised \$5.6 million through in-store and online donations, powered by Round It Up America®, to support Title I public schools Buy green, be green, and sell green ODP Business Solutions takes social and environmental responsibility to heart. You can see it in how we cultivate, refine, and align our initiatives in our organization, our communities, and beyond. Review our current Corporate Sustainability Report for a detailed glimpse into our practices. ODP Business Solutions's environmental strategy is "buy green, be green, and sell green." By implementing this strategy throughout our business, we've measurably improved our own environmental performance — and helped our suppliers, customers, and communities set and achieve their goals. Since committing to our environmental strategy in 2003, our approach to sustainability has earned us contracts with environmentally conscious organizations and agencies. We support different levels of greener purchasing. Going green doesn't have to be an all-or-nothing decision. ODP Business Solutions can help support Agencies however they choose to reduce environmental impact, whether it's a worldwide program or one step at a time. To help on this journey, we developed the GreenerOffice™ rating system, in which we rate products as light green, mid green and dark green. Look for this color coding on featured products. GreenerOffice™ ratings help you make informed choices that align with your sustainability goals. Why green? ODP Business Solutions pursues global environmental leadership for four main reasons: We care about taking care of the planet and want to reduce our environmental footprint. We believe our environmental stance is a business strategy that helps us attract and retain customers who are striving to be greener. We listen to our customers and aim to serve their growing environmental requirements. We know that environmental initiatives reduce our carbon footprint or waste outputs, which often save costs and drive long-term operational efficiency. We prioritize our environmental policy and performance. Our environmental policy aligns to our strategy, and we measure and report progress annually. We implement initiatives that help improve our environmental performance in the following ways: To buy green, ODP Business Solutions' policy is to continuously: Source greener office products for resale Buy paper from certified well-managed forests Buy greener office products for internal use To be green, ODP Business Solutions' policy is increasingly to: Reduce waste and recycle materials Reduce energy and greenhouse gases from facilities Reduce fuel and greenhouse gases from transportation To sell green, ODP Business Solutions' policy is increasingly to: Deliver innovative greener solutions for customers such as greener products that help save resources, save energy, and use safer chemicals Offer several take-back programs and spend reports To tell green, we engage stakeholders and report performance annually in our Corporate Sustainability Report.

**6  
4** Diversity Programs

Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

The ODP Corporation is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity program is fully endorsed and supported by our executive management team and our Supplier Diversity team engages with national, regional, and local third-party diversity councils to maintain awareness of resources. We encourage program managers and business leaders to work closely with our procurement team to identify and integrate qualified small and diverse businesses into our supplier base so that they are provided with meaningful opportunities to compete for our business. The goals of The ODP Corporation's Supplier Diversity Program are: To form strong partnerships with diverse suppliers. To pursue nationally certified diverse suppliers that reflect today's diverse global marketplace. To ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process. To affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the National LGBT Chamber of Commerce, , NaVoba (National Veteran Owned Business Association, Disability IN, the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity. To effectively highlight the products of diverse suppliers in our national full line catalog. To empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us. The ODP Corporation is proud to offer the most comprehensive Supplier Diversity model of its kind, in order to give diverse suppliers the best opportunities to grow and prosper. We actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, LGBT, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process. Our program is made up of three dimensions: ODP Business Solutions Tier I (reseller program), Tier II (vendor diversity), and Procurement. The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process: Enhance capabilities of diverse suppliers Expand the capacity of diverse suppliers to compete more effectively Increase turnover of all diverse supplier products Leverage efforts with other corporations to create large-scale diverse supplier opportunities Increase market reach and density Increase purchases from diverse suppliers Reduce buying costs of doing business for all suppliers and vendors

**6  
5** Minority Women Business Enterprise

- Yes
- No

**6  
6** If yes, list certifying agency:

No response

**6  
7** Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

- Yes
- No

**6  
8** If yes, list certifying agency:

No response

**6  
9** Historically Underutilized Business (HUB)

- Yes
- No

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0** If yes, list certifying agency:

No response

7 1	<b>Historically Underutilized Business Zone Enterprise (HUBZone)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 2	<b>If yes, list certifying agency:</b> <i>No response</i>
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7 3	<b>Other recognized diversity certificate holder</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 4	<b>If yes, list certifying agency:</b> <i>No response</i>
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7 5	<b>Contractor Relationships</b> List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. <p>ODP Business Solutions does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships, and the participating public agency may choose which, if any, they wish to include in their relationship with ODP to meet their specific Diversity Goals. For purposes of this RFP, the term "subcontractor" does not include those parties involved in ODP Business Solutions' day-to-day business operations, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. ODP Business Solutions is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business. Identifying Potential Small Business Vendors ODP is proud to offer the most comprehensive Supply Chain Diversity model of its kind, in order to give diverse suppliers, the best opportunities to grow and prosper. We actively seek out promising diverse suppliers which include Certified, Minority, Women, Disabled, Veteran, and Small [SBA 8(a), SDB, and HUB Zone] enterprises) to ensure equal opportunity in our supplier selection process.? Please note that for Office Depot consider diverse businesses as 51% ownership and certified by an accepted third-party certifying body. The third-party certifications we accept include Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC), National LGBT Chamber of Commerce (NGLCC), National Veteran-Owned Business Association (NAVOBA), Small Business Administration (SBA), and state or national disabled and/or veteran certification. The following databases are utilized for small business group sourcing requirements: Women's Business Enterprise National Council National Minority Supplier Development Council? National LGBT Chambers of Commerce US Business Leadership Network National Veteran-Owned Business Association ODP Business Solutions' Supplier Chain Diversity Director and staff actively seek new companies to add to our Supplier Chain Diversity Program both through involvement in various organizations, as well as through attendance at national and regional conferences. Various Managers within Supply Chain Diversity serves on the Board of leading Supplier Diversity organizations.</p>
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**7  
6** Describe how supplier differentiates itself from its competitors.

ODP Business Solutions' unique offerings bring unusual value to Participating Agencies in areas that may be highly important to those Agencies, providing them opportunities not available from other suppliers. These include: Certificates for trees planted or carbon offsets purchased by the Agencies, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. The Arbor Day Foundation TreeUp program is described in our sustainability program; see – Performance Capability section of our response. A new group in ODP Business Solutions specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction. Net Promoter Score (NPS) – We are working to better understanding our customers' experience in all channels, while also gaining insight as a benchmark of our performance against our competitors. Surveys are conducted with customers to monitor performance and customer satisfaction levels. Distribution Center, support personnel and service providers are measured and held accountable against this NPS score. ODP Business Solutions' main areas of distinction include: World-Class Reporting Capabilities Leading Diversity program with three-dimensional approach Benchmark Environmental program Largest portfolio of products and services in the industry with value-adds: Janitorial & Breakroom Supplies Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers) Print-on-Demand Virtual File Cabinet (digital files for digital printing) Brand Identity Managed Print Services Promotional Products National copy and print program Furniture & Interiors Over 275,000 technology products competitively priced ODP Business Solutions stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middlemen that add cost to the sell price. Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services. Customer-Centric Business Reviews presented with cost savings and continuous improvement opportunities Well-Seasoned Customer Care team with a One-Call-Resolution process 25 U.S. Distribution Centers and a network of delivery points to provide local reliable next business day service Supply Chain Excellence with industry-leading inventory turns Single-order platform for all products and services World-Class Business B2B Contract Website offering multiple features and cost savings benefits Unique customized solutions for your business that will stay flexible throughout the life of our agreement. Contract Compliance organization, which monitors all customer agreements. This shows Participating Agencies our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers. These combined resources will provide all Participating Agency locations, from the main offices to the smallest location, a level of service that exceeds the Agencies' expectations.

**7  
7** Litigation, Bankruptcy or reorganization

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

ODP Business Solutions, LLC's parent, The ODP Corporation, is a large, publicly traded company, 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 ODP Business Solutions, LLC's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

**7  
8** Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Yes

No

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### Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

ODP Business Solutions is not subject to debarment or suspension actions to the best of our knowledge. ODP Business Solutions is party to thousands of contracts. The majority of these contracts contain provisions allowing the agency to terminate the contract at any time, for convenience. There are myriad of reasons why an agency would elect to terminate a contract with ODP Business Solutions prior to the scheduled expiration date. There have been no contract terminations that would adversely affect ODP's ability to perform under this contract if selected as a vendor.

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### Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

With 37 years of experience partnering with local government and school districts, ODP Business Solutions continues to evolve our portfolio. We continue as Region 4 ESC and Omnia Partners' trusted supply partner, but we recognize that modern furniture and interiors are beyond tradition. Therefore, we invest in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 ESC and a future of empowering modern districts and learners across the country. True to our mission of helping our customers work better, ODP Business Solutions has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Committed to Learning™ initiatives! In this, ODP is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country. ODP Business Solutions offers a full line of furniture, installation, and related services and solutions. We also provide other products and services, which Region 4 ESC Participating Agencies can take advantage of. ODP Business Solutions is proud to serve our nation's educational institutions with specialized solutions, services, people, and products that address each school's educational and operational needs for over 25 years with more than 10,000 unique education customers. ODP Business Solutions works with more than 200 strategic partners and specialized product vendors to provide best pricing and practices in order to supply standard and custom furniture solutions. With 25 National Distribution Centers, ODP Business Solutions, LLC can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special-order service, offering an infinite number of product solutions. Our products and services are backed by the strength of a Fortune 200 Company.

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## Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

ODP Business Solutions proposes to provide products and services offered to all 50 U.S. states and the territories of Puerto Rico and U.S. Virgin Islands. Our single, nationwide, IT platform handles all U.S. customer-facing information and covers all ordering channels. This ensures all Region 4 ESC Participating Agency locations are provided the same products, contract pricing, and the order history information. Our Business-to-Business Delivery Network allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage. ODP Business Solutions provides delivery within the next business day to over 95% of the U.S. We fill and deliver more than 100,000 deliveries a day with an on-time delivery rate of 93%. This accuracy is possible because of its fully integrated warehousing/distribution and delivery network. Our Workspace Interiors team works on a national scale, we have locations in over thirty-eight major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of your local market and just about any other market your business operates. We have over 175 team members who are cross trained in project management, design, order support and customer service across the country. Our unique structure outlines how our clients receive consistent service, standardized process and procedures model. Workspace Interiors has a proven process to manage projects of any size and complexity. The benefits of working with a national-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps make sure that your organization receives consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding your project, but also proactively share information across the network—allowing us to find effective solutions for your project based on similar previous experience and skills. We can quickly loop in team members from multiple disciplines across the country to assist. That means your local contacts can reach out to our national network to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline.

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## Distribution

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

ODP Business Solutions employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 ESC Participating Agencies at every step in the process: Order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity. ODP Business Solutions agrees to provide Region 4 ESC and Omnia Partners the necessary information to verify contract compliance throughout the life of the agreement. We have made a significant investment in creating an organization dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system to calendarize the significant milestones of our legal agreements. This provides us with visibility to time sensitive commitments. In addition to our system enhancements, our Contract Compliance Organization monitors all customer agreements and is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC end users receive the service and pricing ODP Business Solutions has committed to provide. We are the only major supplier that has developed this solution for our customers. We provide 12-month online order history with complete pricing information so you can review it at any time. This history can be downloaded to an Excel file and used for reporting and audit purposes. We also provide a live, online Bill Management tool as an efficient method to manage your billing. With our online reporting offerings, customers can audit or pull a report that tells them who performed certain tasks within the system, i.e., add new users, create user ids, etc.

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**Logistics**

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

ODP Business Solutions will process orders. Shipping and handling will be in conjunction with ODP business unit Veyer and/or UPS or carrier. For purposes of this RFP, the term "subcontractor" does not include those parties involved in ODP Business Solutions' day-to-day business operations, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. ODP Business Solutions uses our own vehicles and third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary third-party carriers are: Ryder Final Mile, TForce Final Mile, Capital Express, and Lasership.

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**Logistics**

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

ODP Business Solutions owns and operates a nationwide network of 25 distribution centers (warehouses) for customer delivery and numerous cross docks comprising more than 10,000,000 square feet in the USA. Our distribution centers, ranging in size from 20,000 to over 600,000 square feet and are located in the following states: Alaska, Arizona, California, Colorado, Florida, Georgia, Hawaii, Illinois, Kansas, Minnesota, Ohio, Pennsylvania, Puerto Rico, Texas, Washington. The ODP Corporation operates 900 Office Depot and OfficeMax Retail Stores in the USA. Participating Agency end users can place their orders online at [www.odpbusiness.com](http://www.odpbusiness.com) and pick up their orders at any of our stores. Retail stores average 20,000 square feet in size. Participating Agencies can find the closest retail location by using our online store locator: <https://www.officedepot.com/storelocator/findStore>.

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**Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

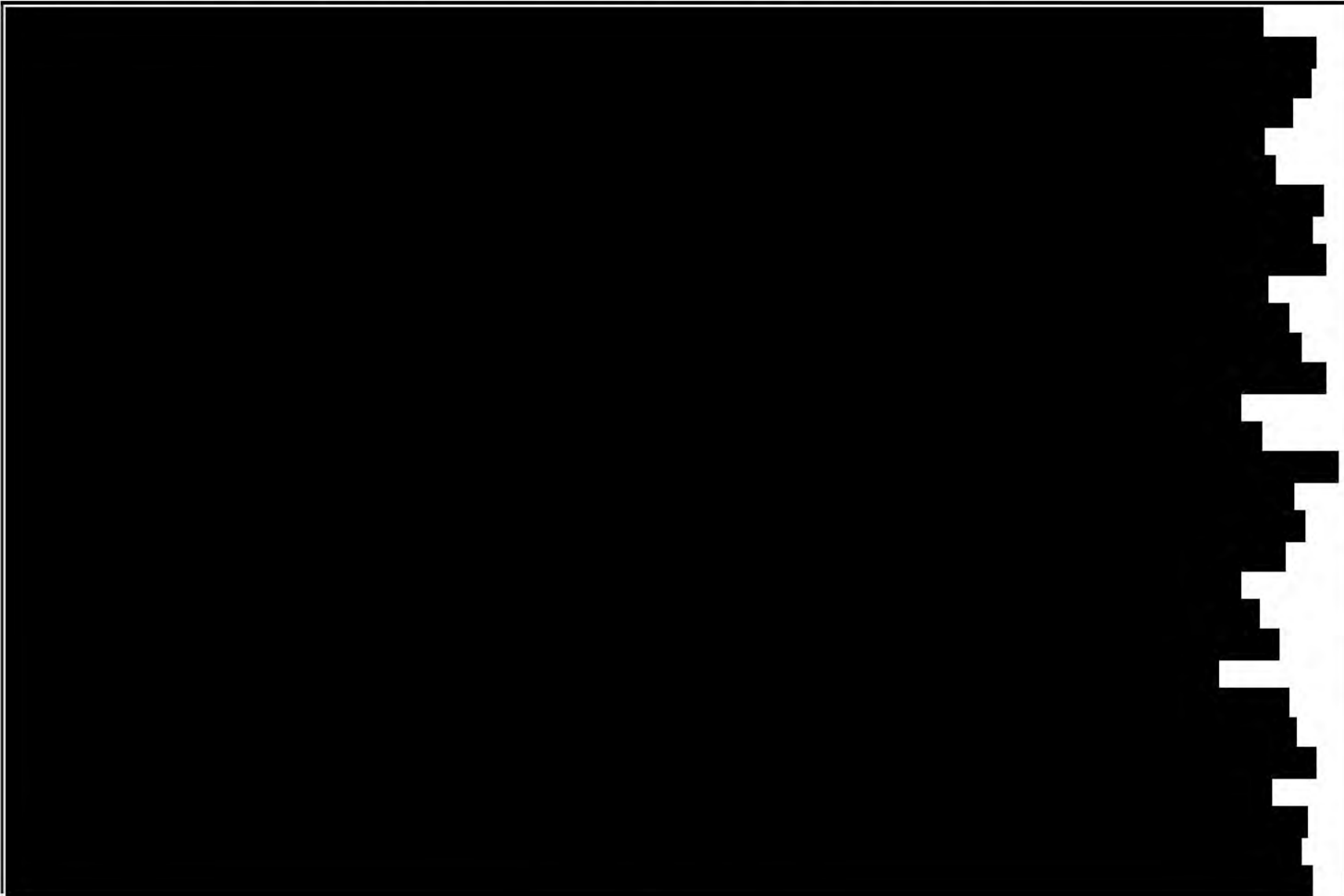
ODP Business Solutions will involve executive regional and local leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract. Executive leadership is kept fully informed of this opportunity and will be prepared with their go-to-market strategy. ODP Business Solutions will begin training and educating the sales force within the first 20 days by utilizing Microsoft Teams meetings, conference calls, regional meetings, Corporate communications, executive leadership announcements, and our collateral management system, HighSpot, which will make training materials accessible to all field reps at any time needed, thus furthering the reach of the training materials. The new system, called HighSpot, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. ODP Training Rollout Plan All Public Sector Sellers (Field/ISO Generalists and Furniture SMEs) Within one week of the award, mandatory virtual "all-hands" training endorsed and sponsored by executive leadership. Announce contract details of award and Master Agreement Manufacturers & pricing updates Review Omnia Region 4 playbook – target audience, how to identify viable opportunities, probing questions Leverage success stories Dedicated site on Highspot (ODP's internal repository for internal & customer facing material) for Omnia/Region 4 training and marketing materials. Easy access to documents including training material, contract details and digital marketing pieces Within 30 days of contract award, training to rollout certification training via Highspot on-demand course. All Public Sector associates to complete the certification training within 30 days of rollout. Region 4 Certification Training Deep dive into benefits of leveraging Region 4/Omnia Mastery of the Region 4 Furniture contract and Omnia Partnership Talking points, how to position, probing questions, how to identify viable opportunities Assessment of training content and contract details Must pass with 90% or higher to receive signature certification badge. Post training call to action activities: Ongoing tracking of Region 4 furniture opportunities in SFDC by stage

**8 90-day Plan**

**6**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners





**8  
7** Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

ODP Business Solutions has developed a comprehensive cooperative portfolio to allow public agencies to utilize cooperative contracting that most aligns with their current methodologies, geographical regions, segment alignment and procurement initiatives. In developing this portfolio, ODP has utilized a limited number of cooperative partners. Today, ODP Business Solutions' primary cooperative partner is OMNIA Partners, having been awarded nine (9) contracts with which both organizations actively promote to provide value to the agencies they serve. ODP continues and will continue to serve public sector agencies using the "best fit" methodology, which may include National & Regional cooperative contracts as well as providing stand-alone contracting solutions for those agencies that need/require this contracting method. Office Depot has fully embraced and will continue to embrace cooperative contracting as a meaningful procurement solution for public agencies. The following shows the ODP Business Solutions current National Cooperative portfolio. Region 4 ESC - OMNIA Partners - Janitorial Supplies – R211302 Fixed Pricing and Discount from Dynamic Price expires 1/31/2025 ~ \$35 Million Region 4 ESC - OMNIA Partners - Technology Supplies – R210405 Fixed Pricing and Discount from Dynamic Price expires 05/31/2025 ~ \$40 Million Region 4 ESC - OMNIA Partners - School Supplies – R230303 Fixed Pricing and Discount from Dynamic Price expires 12/31/2026 ~ \$70 Million Region 4 ESC - OMNIA Partners - Office Supplies – R190303 Fixed Pricing and Discount from Dynamic Price expires 06/30/2025 ~ \$315 Million Region 4 ESC - OMNIA Partners - Furniture & Installation - R191812 Core Fixed Pricing (Catalog), Discount from Dynamic remainder of furniture items in catalog Discount by Category (Special Order) expires 04/30/2025 ~ \$50 Million City of Tamarac - OMNIA Partners - Office & School Supplies R19-12R Discount by Category expires 10/23/2027 ~ \$85 Million State of Florida - OMNIA Partners - Office Supplies Discount by Category expires 4/17/2027 ~ \$26 Million Florida International University - OMNIA Partners - Office Supplies & Products Fixed Pricing (&) Discount by Category expires 08/12/2027 ~ \$25 Million State of Oregon - NASPO-ValuePoint - Office Supplies Discount by Category expires 12/31/2027 ~ \$65 Million Oakland County, MI - America Saves - Office & School Supplies Fixed Pricing (&) Web Less by Catalog expires 9/30/2026 ~ \$30 Million Region 10 - Equalis Fixed Pricing and Discount from Dynamic Price expires 2/27/2027 ~ \$1 Million

**8  
8** Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- Yes
- No

**8  
9** Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

- Yes
- No

**9** **Training**

0 Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

Yes

No

**9** **Responsibility**

1 Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: David Centrella, President, ODP Business Solutions; EVP, The ODP Corporation (561) 438.4800 david.centrella@odpbusiness.com; Thomas Riccio, Sr Vice President, Sales (561) 438-4800 thomas.riccio@odpbusiness.com. Marketing: Nisha Brown, VP Marketing & Product (678) 551-5390 nisha.brown@odpbusiness.com, Sales: Valya Broyer, Vice President Public Sector (303) 704-8107 valya.broyer@odpbusiness.com, Dave Gabriel, Sr Director of Furniture Operations (630) 652-8125 david.gabriel@odpbusiness.com, Sales Support: Les Levy, Service Consultant- Public Sector (646) 573-1004 les.levy@odpbusiness.com, Marina Fletcher, Senior Design Manager, Furniture (630) 652-8147 marina.fletcher@odpbusiness.com. Financial Reporting: Diane Turley, Global Service Consultant (817) 475-2079 diane.turley@odpbusiness.com. AP: ODP Corporate Headquarters (844) 259-9131. Contracts: Anthony Falbo, Sr. Director, Pricing & Compliance (815) 474-4086 anthony.falbo@odpbusiness.com.

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## Sales Force

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

ODP Business Solutions recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDMs) that target new customers and Strategic Account Managers (SAMs) that work with strategic existing customers to ensure customer satisfaction and grow the partnerships where mutually beneficial. Field Account Management Team We have 800 Sales Representatives to help design and deliver a facilities program to meet business requirements. In addition, we have 1,300 Customer Care Representatives, 55+ sales offices and 25 distribution warehouses/delivery stores nationwide to support our national account program. Onsite Field Support and Education We will provide each participating agency with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems. Your account team will help Participating Agency locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided. State-of-the-Art Technology We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

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## Implementation

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

ODP Business Solutions has a loyal, long-standing cooperative public agency base of more than 20,000 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. ODP will launch the OMNIA/Region 4 ESC program and position itself as a leader in this space by leveraging the following strengths: A powerful brand name and loyal ODP customers Extensive K-12 knowledge and large customer base Efficient marketing and sales capabilities and execution Long term customer relationships Breadth of vendors/brands and vast selection of supplies and equipment Collaborative Marketing with industry leaders Showcase quality private brand program and environmentally preferable options We will use the following marketing vehicles to communicate the benefits of the Region 4 ESC contract, the value ODP provides and our commitment to public sector: Email Web Social Media Direct Mail Co-branded on-line catalogs DemoFlick video – An infographic style video ODP Business Solutions will continue to work with both the Regional Sales Team and the Inside Sales Teams by providing top to top alignment all the way through our respective organizations. We will continue to expect and inspect regularly occurring meetings at the VP level, Regional Manager level and then as appropriate with the Inside Sales Organization.

**9**  
**4** **Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, ODP Business Solutions will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters. ODP Business Solutions takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the ODP organization will be aligned to ensure the seamless execution and ongoing management of our OMNIA/Region 4 ESC/ODP contract. This multi-disciplinary approach will include the following: Merchandising Team – goes to market focused specifically on the public sector Pricing Group – ensures that items reflect contract pricing at all times Contract Compliance Team – ensures that all bidding and pricing practices are in compliance and uphold the OMNIA/Region 4 ESC/ODP partnership agreement Legal Team – provides guidance on contract execution and supports ongoing regulatory needs Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers Green Staff – committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives Ecommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions Finance and Billing Departments – provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Region 4 ESC Participating Agencies Customer Service Organization – understands the nuances of large contracts and works to provide participating agencies with top notch customer care Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

**9**  
**5** **Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.



**96 System Capabilities and Limitations**

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

ODP Business Solutions employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process – order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity. Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits: Consistent Operations/Service: Because every location in the ODP Business Solutions system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country. Consistent Pricing: Because every ODP Business Solutions facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations. Consistent Reporting/Integrity: Because every ODP Business Solutions facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country. Consistent Products: Each of ODP Business Solutions' 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country. Because of our integrated computer systems, national account customers are guaranteed that they will receive consistent service nationwide. Pricing structures, billing, and usage formatting are all password protected; only authorized ODP Business Solutions Associates in our National Account Maintenance Group can make changes to the structures of national accounts. Order processing nationwide is uniform in execution, and we encourage the use of our password protected Internet site odpbusiness.com, which provides all end users instant access to their national pricing as well as live inventory levels. In addition to the multiple reporting options above, ODP Business Solutions has added a field in our instance of Salesforce.com to add the OMNIA Member ID so that the required monthly reporting that we send to OMNIA Partners includes the OMNIA Member ID to ensure appropriate tracking in both systems. The ODP Business Solutions website is available to our customers 24 hours, 7 days a week.

**97 Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**98 Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**99 Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**100 Attribute deleted as part of an Addendum**

1 0 1	<b>General Terms and Conditions</b> Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. <input checked="" type="checkbox"/> I certify compliance with this attribute.
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1 0 2	<b>Felony Conviction Notification</b> State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".  Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".  Subsection (c) states "this section does not apply to a publicly held corporation".  Use the checkbox associated with this item to identify your status as it relates to this legal requirement. <input type="checkbox"/> Non-Felon - person/owner IS NOT a convicted felon <input checked="" type="checkbox"/> Not Applicable-firm is a publicly held corporation <input type="checkbox"/> Felon - person/owner IS a convicted felon
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1 0 3	<b>Name of Felon and Nature of Felony, if applicable</b> If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.  If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field. <div style="border: 1px solid black; padding: 2px; width: 100%;">N/A</div>
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1 0 4	<b>Criminal History Records Review of Certain Contract Employees</b> Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. <u>Covered employees:</u> Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity <u>and</u> have or will have direct contact with students. The school entity will be the final arbiter of what constitutes <i>continuing duties</i> and <i>direct contact</i> with students at their school. <input checked="" type="checkbox"/> I certify compliance with this attribute.
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105 **Historically Underutilized Business (HUB) Certification**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

**OPTION A:** My business has NOT been certified as HUB.

**OPTION B:** I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A

OPTION B

106 **Disclosure of Interested Parties**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

**IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.**

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

## Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

*"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

*"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

*"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

*"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.**

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code. Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

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### Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.*

I certify compliance with this attribute.

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### Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

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### Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.*

*EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.*

I certify compliance with this attribute.

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### Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

*EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.*

I certify compliance with this attribute.

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### Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

*EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.*

*The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."*

I certify compliance with this attribute.

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### Open Records Policy

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

**OPTION A:** We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

**OPTION B:** We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

OPTION A - No proprietary information

OPTION B - Proprietary information marked

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### Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

I certify compliance with this attribute.

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### Contracting Information

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

*"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."*

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
  - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
  - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

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### Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I certify compliance with this attribute.

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### Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

I certify compliance with this attribute.

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### Federal Rule (B) - Termination Conditions

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

*Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

I certify compliance with this attribute.

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### Federal Rule (C) - Equal Employment Opportunity

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

I certify compliance with this attribute.

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**Federal Rule (D) - Davis Bacon Act/Copeland Act**

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

*Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

I certify compliance with this attribute.

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**Federal Rule (E) - Contract Work Hours and Safety Standards Act**

(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

I certify compliance with this attribute.

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**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement**

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

*Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

I certify compliance with this attribute.

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### Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.*

I certify compliance with this attribute.

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### Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

I certify compliance with this attribute.

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### **Federal Rule (I) - Byrd Anti-Lobbying Amendment**

**(I)** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

*(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.*

*(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.*

*(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

I certify compliance with this attribute.

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### **Federal Rule (J) - Procurement of Recovered Materials**

**(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

I certify compliance with this attribute.

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### Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

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### Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

*"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.*

I certify compliance with this attribute.

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### Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

I certify compliance with this attribute.

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### Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

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### Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

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### Federal Rule - Solid Waste Disposal Act

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

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**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215**

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

I certify compliance with this attribute.

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**Applicability to Subcontractors**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

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**Compliance with the Energy Policy and Conservation Act**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I certify compliance with this attribute.

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**Indemnification**

**Acts or Omissions**

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

**Infringements**

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

I certify compliance with this attribute.

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**Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

I certify compliance with this attribute.

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**Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

**Change in Law and Compliance with Laws**

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

I certify compliance with this attribute.

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. (*Note: If none are listed below, it is understood that no exceptions/deviations are taken.*)

Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

**NOTE:** All page references pertain to the page the exception item resided on in the original RFP as published.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
RFP, page 5, l., last sentence	Scope of Work, Products & Services	OMNIA Partners Participants <del>may</del> will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the Region 4 ESC contract. ODP prefers supplemental agreements be permissive and not required.	

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

Draft Contract 10)	Adding Authorized Distributors/Dealers	Purchase orders and payment shall be made to Authorized Distributor/Dealer unless otherwise approved by Contractor.	
Draft Contract 11a)	Cancellation for Non- Performance or Contractor Deficiency	Region 4 ESC shall issue written deficiency notice.	
Draft Contract 11e)	Standard Cancellation	<u>Either party <del>Region 4 ESC</del> may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect <del>six months</del> after the other party receives the notice of cancellation. After the <del>180</del><sup>30</sup>th business day all work will cease following completion of final purchase order. <del>Notwithstanding anything herein to the contrary, an order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.</del></u>	
Draft Contract 14	7 day ship after PO receipt	When delivery will take longer than 7 days for special order projects, we suggest that actual anticipated delivery time to be provided at time of quotation <u>or time of order</u> . Also included standard delivery language.	
Draft Contract 14	Delivery	<u>ODP may institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed and may be subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</u>  <u>If Public Agency is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Public Agency's expense. Public Agency shall pay a warehouse charge payable monthly. Double handling of a product will be charged at Contractor's normal hourly rate.</u>	

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

Draft Contract 15	Inspection & Acceptance	<p><u>Inspection &amp; Acceptance.</u> If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC <u>in accordance to the terms and conditions of Contractor's return policy located at <a href="http://www.odpbusiness.com">www.odpbusiness.com</a> and incorporated by reference.</u> The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.</p>	
Draft Contract 16	Payments	<p><u>Payments.</u> <u>All orders are subject to credit approval. Contractor may require a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Public Agency's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in this Section 16. Payments are due thirty (30) days from the date of invoice. Contractor shall establish Public Agency's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Public Agency is delinquent in making payments to Contractor; (b) Public Agency is in breach of any resulting agreement; or (c)-Public Agency's credit standing becomes impaired or reasonably unsatisfactory to Contractor.</u> Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.</p>	
Draft Contract 17	Price Adjustments	<p><u>Price Adjustments.</u> Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. <u>Core p</u>Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the</p>	

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

		<p>amount stipulated in the Contract shall be paid without prior approval. All <u>core</u> price increases must be supported by manufacturer documentation, or a formal cost justification letter. <del>Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. Core price changes shall be implemented after thirty (30) day notice to Region 4 ESC. Region 4 ESC shall respond to the proposed price increase by the end of the thirty (30) day notice, and to the extent that Region 4 ESC does not respond within that time period, their silence shall be deemed acceptance of the proposed price change.</del> It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All <u>core</u> price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.</p> <p><u>In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: <a href="https://ustr.gov">https://ustr.gov</a>, or other indices, U.S. domestic micro-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce, or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.</u></p>	
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**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

Draft Contract 18	Audit Rights	<p><u>Audit Rights</u>. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. <del>Region 4 ESC</del> <u>Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC, at its expense</u> reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this Agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm. <u>Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor.</u> In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	
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**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

Draft Contract 22	Warranty Conditions	<p><del>Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC or Public participating Agencies all manufacturer-supplied end-user warranties.</del></p>	
Draft Contract 32	Certificates of Insurance	<p><u>Certificates of Insurance.</u> Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall <u>endeavor to</u> give Region 4 ESC a minimum of <u>ten-thirty (1030)</u> days' notice <u>prior to of</u> any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.</p>	

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

<p>2. c. vii./RFP Page 15</p>	<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.</p>	<p>As a large global company, ODP is frequently involved in litigation in the ordinary course of business. Any material litigation is disclosed in our public filings set forth on the SEC's public website. There are no matters which would adversely affect our ability to perform under this contract if selected as a vendor.</p>	
<p>Ex A, 1.2/ Page 33</p>			
<p>Ex A, 1.5, B /Page 34</p> <p>Ex A, 2.1/Page 34</p>	<p>Objectives of Cooperative Program</p> <p>Corporate Commitment</p>	<p>B. Establish the Master Agreement as <u>one of the Supplier's primary go to market strategies</u> to Public Agencies nationwide.</p> <p>(2) the Master Agreement is <u>one of Supplier's primary "go to market" furniture &amp; installation strategies</u> for Public Agencies.</p>	
<p>Ex A 2.2/Page 35</p>	<p>Pricing Commitment</p>	<p>ODP strikes this Section.</p> <p>In customer scenarios where a cooperative contract is in use, ODP offers competitive pricing to all customers, in the aggregate, based on several factors, including, but not limited to, the total volume of spend, customers' unique service level requirements, buying patterns, product mix, and ODP's cost to purchase products. However, in this scenario, ODP is unable to guarantee that one particular customer's pricing is as favorable as any other customer's pricing at the SKU level.</p>	
<p>Ex A 2.3/Page 35</p>	<p>2.3 Sales Commitment</p>	<p>Supplier commits to aggressively market the Master Agreement <u>as one of its go to market strategy in this defined sector</u> and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. ODP also strikes "Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a</p>	

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

**TAB 1 APPENDIX B - CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS - EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT**

		consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.” ODP cannot allow customer contracts to dictate internal compensation decisions.	
Ex A, 3.3 K./Page 39	Marketing and Sales	State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This information is Proprietary and Confidential.	
Ex A 3.3, M./Page 39	Marketing and Sales	Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). ODP strikes this section in its entirety.	
3.3, N./Pages 39 & 40	Marketing and Sales	Strike this Section. “Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners). ii. If competitive conditions require pricing lower than the standard Master Agreement not-to- exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail Supplier’s strategies under these options when responding to a solicitation.”	

**FURNITURE INSTALLATION AND RELATED SERVICES SOLICITATION NUMBER 24-01**

<p>Ex B, paragraph 12, page 44</p>	<p>Administrative Fee</p>	<p>An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, <u>rebates, and discounts</u> for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.</p> <p>ODP is offering an Administrative Fee of 1.202% on Contract Sales, except truckload paper which is at 0.5%.</p>	
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Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

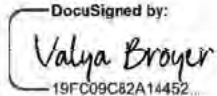
Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

6/13/2024

Date

DocuSigned by:  
  
19FC09C82A14452... VP, Public Sector  
Authorized Signature & Title

\* See pages attached.

**RFP 24-01 FURNITURE INSTALLATION AND RELATED SERVICES****ACKNOWLEDGEMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY****Appendix C, Doc #1**

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. All pages have been notated in the header of the respective pages in red with the following verbiage: "CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT."

Document Name	Section / Page Number	Line/Part
Appendix B – Terms and Conditions Acceptance Form	Pages 1-9	Entire document contains confidential and proprietary data. All contract exceptions noted in Appendix B are considered proprietary and confidential, unless contract is awarded.
24-01 Attachment D – Appendix A Omnia Partners written responses	3.4 Marketing and Sales, Sections B (i, ii), C (i, ii, iii) Pages 46-49	Contains confidential and proprietary training and marketing data trade secrets.
24-01 Attachment D – Appendix A Omnia Partners written responses	Section D, List of Cooperative Contracts Pages 53-54	Contains confidential and proprietary financial information. ODP's cooperative contract annual sales volume is confidential and is not publicly reported as a separate line item.
24-01 Performance Capability	i Marketing Plan Rollout Pages 6, 9,	Contains confidential and proprietary training and marketing data trade secrets.
24-01 Qualification and Experience	C, viii. Customer References Pages 23-24	ODP considers references and financial information to be proprietary and confidential.
Ionwave Attributes Tab	50 References	ODP considers references and financial information to be proprietary and confidential.

**RFP 24-01 FURNITURE INSTALLATION AND RELATED SERVICES**



**ACKNOWLEDGEMENT AND ACCEPTANCE OF REGION 4 ESC;S OPEN RECORDS POLICY**

<b>Ionwave Attributes Tab</b>	86 90-day plan	Contains confidential and proprietary training and marketing data / trade secrets.
<b>Ionwave Attributes Tab</b>	95 Customer list	Public Sector Agency sales data is proprietary and confidential and is not publicly reported as separate line items in our earnings. ODP considers customer lists to be confidential and proprietary as many customers sign NDAs.

Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**  
ODP Business Solutions

**Contact**

DocuSigned by:  
*Valya Broyer*  
19FC08C82A14452

**Signature**  
Valya Broyer

**Printed Name**  
VP, Public Sector

**Position with Company**

**Address**  
6600 N Military Trail

Boca Raton, FL 33496

**Official  
Authorizing  
Proposal**

DocuSigned by:  
*Valya Broyer*  
19FC08C82A14452

**Signature**  
Valya Broyer

**Printed Name**  
VP, Public Sector

**Position with Company**

**Phone**  
561.438.4800

**Fax**  
888.813.7272

## Changes to Form 1295

Changes to the [law](#) requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

### **What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;\*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;\* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.\*

The newly exempt contract types are marked with an asterisk.

### **Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?**

In 2017, the legislature amended the [law](#) to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

**Will my date of birth and address appear on the TEC's website when I file the form?**

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at \*10-11 (App.—Austin May 22, 2015)\_(mem. op.) (pet. denied) (*available [here](#)*).

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:

Date Filed:

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
ODP Business Solutions, LLC  
Boca Raton, FL United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

ODP Business Solutions, LLC is no longer required to fill out Form 1295 due to amendments in the law stating that a completed Form 1295 is not required for a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Valya Broyer, as an authorized representative of

ODP Business Solutions, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:  
*Valya Broyer*  
19FC09C82A14452

Signature of Named Authorized Company Representative

6/12/2024

Date



[Please click here to view the full Little Rock School District case study.](#)

**RFP 24-01**  
**Furniture, Installation, and Related Services**  
**Performance Capability**

June 13, 2024, 2:00pm central time

**b) Performance Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

ODP Business Solutions has included our detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative Contract (Region 4 ESC).

**Experience**

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, the ODP Corporation has become a leading global provider of products, services and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, ODP Business Solutions developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, ODP Business Solutions sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. In addition, ODP Business Solutions, headquartered in Boca Raton, Florida, is expanding its capabilities as a leading provider of business services and supplies, products and technology solutions.

The ODP Corporation (NASDAQ:ODP) is a leading provider of products and services through an integrated business-to-business (B2B) distribution platform and omnichannel presence, which includes world-class supply chain and distribution operations, dedicated sales professionals, a B2B digital procurement solution, online presence, and a network of Office Depot and OfficeMax retail stores. Through its operating companies Office Depot, LLC; ODP Business Solutions, LLC; and Veyer, LLC; The ODP Corporation empowers every business, professional, and consumer to achieve more every day.

ODP Business Solutions, LLC, an operating company of The ODP Corporation, is a leading B2B provider of workplace and technology solutions, combining an extensive range of products and services with a national footprint and hundreds of experienced business advisors. As a trusted partner, ODP Business Solutions supports over 140,000 corporate clients, along with the SLED and GSA divisions, in navigating the often-complex needs of today's hybrid business environment. From accessing comprehensive solutions and strategic alliances, to supply chain innovation and robust digital platforms, ODP Business Solutions helps customers achieve business results across every industry. For more information on ODP Business Solutions, visit [www.odpbusiness.com](http://www.odpbusiness.com) or follow on [LinkedIn](#), [Twitter \(X\)](#) and [Facebook](#).

Our customers can benefit from an assortment of technology, office supplies, print services and solutions, cleaning and breakroom products from Workspace Facilities by ODP Business Solutions, furniture and interior design services, and much more.

## PERFORMANCE CAPABILITY

All of our friendly customer care professionals are dedicated to delivering the solutions, services and support you need, when you need it. Experience the cost benefits that our wide range of quality assured private brands have to offer, including our portfolio of exclusive product brands Highmark®, TUL®, Foray, Brenton Studio®, Ativa, WorkPro®, and Realspace®.

The company has combined annual sales of approximately \$8.49 billion, employs approximately 20,000 associates, and serves consumers and businesses in North America and abroad with award-winning ecommerce sites, and dedicated business-to-business sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. The company offers its customers the tools and resources they need to focus on their passion for starting, growing, and running their business.

We invite Region 4 ESC to put our dedicated associates, 25 nationwide distribution centers, 24/7 e-commerce platform and years of experience to work for you.

**Strong National Presence**

ODP Business Solutions employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 ESC Participating Agencies at every step in the process: Order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Region 4 ESC and its Participating Agencies the following benefits:

- **Consistent Operations/Service:** Because every location in the ODP Business Solutions system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- **Consistent Pricing:** Because every ODP Business Solutions facility uses the same WMS program and AOPS order entry system, Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.
- **Consistent Reporting/Integrity:** Because every ODP Business Solutions facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- **Consistent Products:** Each of ODP Business Solutions' 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent across the U.S.

**ODP Business Solutions and Region 4 ESC – Working Together for Success**

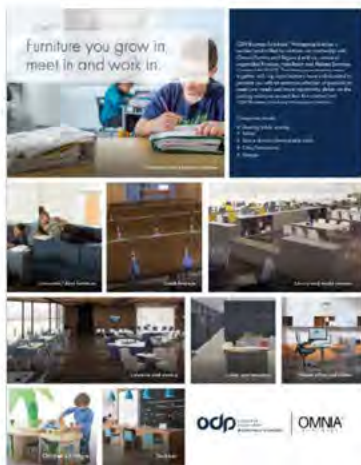
When it comes to business, having a go-to resource — one that understands what you need and is there to deliver when you need it — can be vital to achieving your objectives and moving your organization forward. ODP is committed to helping you and your Participating Agencies succeed.

In our quest to become Region 4 ESC's partner, we're poised to provide quality product solutions and reliable business services, all while remaining insightful and agile enough to meet your requirements as they evolve and change.

As your dedicated partner, we'll focus on supporting you and your Participating Agencies, so you can focus on your business and your customers. For starters, we'll help Participating Agencies manage their budgets by monitoring and controlling the cost of ordering, managing inventory and delivery, as well as paying invoices. Our dedicated Account Team will work with you to obtain the right choices for your budget goals.

With ODP Business Solutions by your side, you'll get the experience and reliability your business needs to succeed. Additional benefits include:

- Easy and efficient online ordering with live inventory and fast order confirmation
- Highly experienced customer care professionals and an outstanding customer experience
- Multiple payment options to meet your needs
- More than 37 years of experience providing business services and product solutions



ODP Business Solutions is excited to provide Region 4 ESC with our furniture, installation, and related services supplies proposal. We are confident you'll find ODP has the e-commerce technology and distribution infrastructure to provide Region 4 quality products, service, and solutions at competitive prices. By selecting ODP as your preferred provider, you will find a financially solid supplier that ensures the highest quality products, high fill rates (over 99% of orders delivered on time and complete), stable operating systems, leading-edge technology, and investment in a successful partnership. For over 37 years, ODP has provided our valued customers with the very best in products, solutions, and services. No other supplier will earn your business-like ODP Business Solutions.

Workspace Interiors is the only furniture dealership in North America designed and structured with their own resources rather than alliances, in place to handle large, complex clients with multiple locations nationwide. The shared service model of Workspace Interiors allows our customers to easily leverage both local and national resources as you need them. This ensures districts are given the personal attention your business needs on a local level, backed by comprehensive national support.

Workspace Interiors works on a national scale, we have regional offices in 38 major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of local markets and just about any other market your business operates. We have over 175 team members who are cross trained in project management, design, order support and customer service across the country. Our unique structure ensures our customers receive consistent service, standardized process and procedures model.

## PERFORMANCE CAPABILITY

Workspace Interiors has a proven process to manage projects of any size and complexity. The benefits of working with a single-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps ensure that your organization receives consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding projects, but also proactively share information across the network—allowing us to find effective solutions for projects based on similar previous experience and expertise. We can quickly loop in team members from multiple disciplines across the country to assist. That means local contacts can reach out to our national network to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline. As one of the largest North American distributors of furniture supplies and solutions, ODP is dedicated to providing the supplies and solutions that your public agency uses in a consistent, timely manner to help minimize downtime and maximize productivity and reduce cost. We offer a wide range of products, equipment and solutions tailored to the specific procurement strategies of your school, government agency, or public health care facility.

We recognize that each customer's furniture requirements are unique, and we are dedicated to meeting these needs through extraordinary access to the widest assortment of products, services, and categories of any competitor within the reseller space. ODP strives to make your buying experience simple and straightforward by offering intelligent product choices, top furniture brands, and competitive prices via ODP's eProcurement platform ([www.odpbusiness.com](http://www.odpbusiness.com)). Our friendly, knowledgeable Education Account Managers will personally provide Region 4 ESC world-class account management, support, and solutions all designed to help you select the products and services that will best contribute to your growth and profitability.

Our best-in-class pricing strategies are focused on bringing your Participating Agencies a cost-effective and comprehensive product assortment.

***Broad vendor base and assortment optimization...***We carefully evaluate all suppliers within a category and maintain ongoing strategic relationships with key educational vendors. This enables us to provide competitive pricing and an optimal assortment. Vendors include: (insert vendors).

***Global sourcing and buying power...***We leverage our global buying power to provide competitive pricing on everyday school essentials like paper, ink and toner, etc.

***Competitive Pricing...***We offer competitive pricing through our national cooperative programs.

***Demand management...***We help you select and manage the number of products your school purchases in order to maximize your overall cost savings.

**Dedicated Public Sector Specialists**

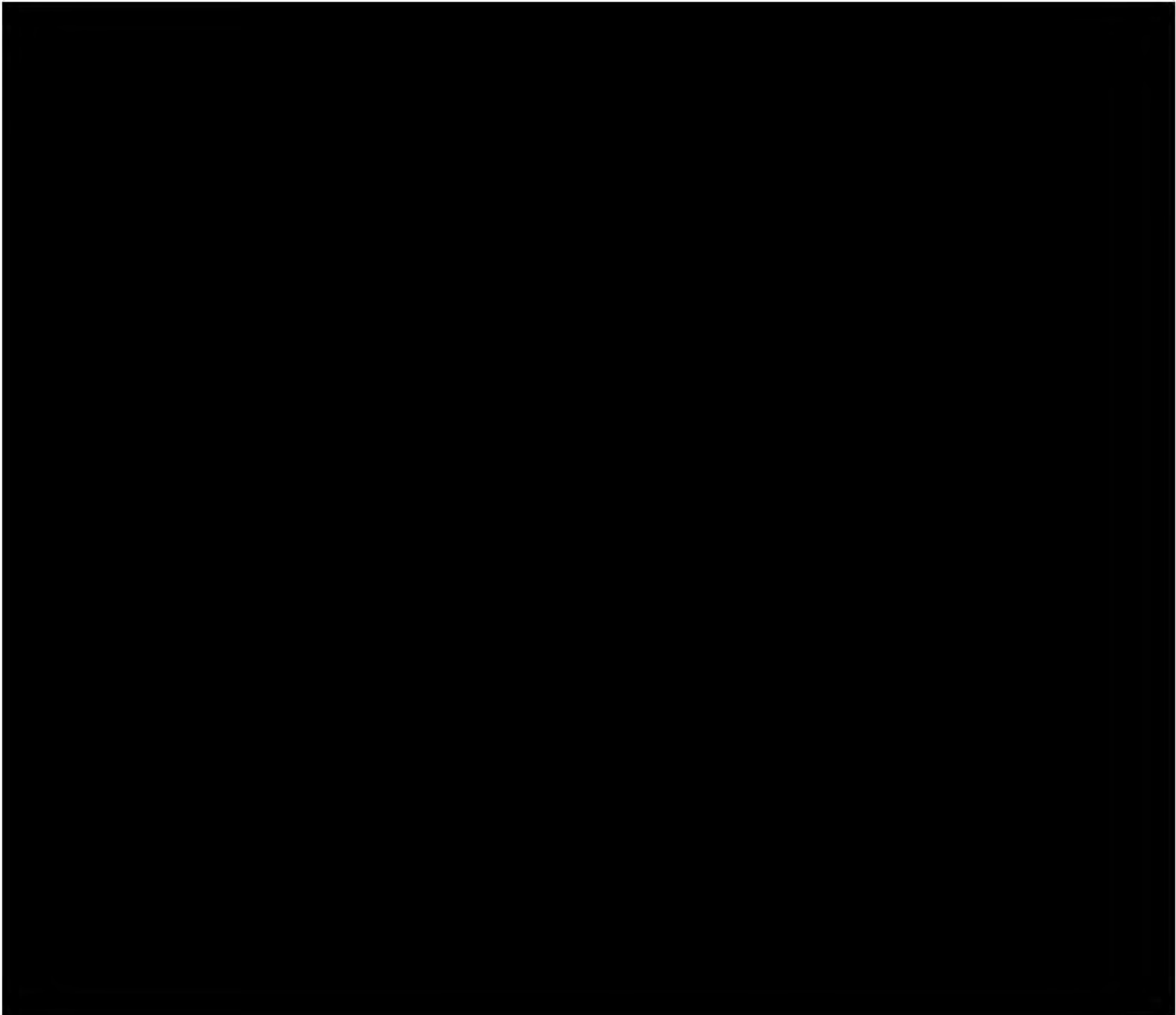
At ODP Business Solutions, we recognize the unique needs of educators, school administration, cities, counties, states and higher education. Our public sector team of dedicated professionals will work to provide customized solutions that match the specific furniture needs of our participating agencies.

### Training and educating our National Sales Force

Recognizing the value of the Region 4 ESC / OMNIA Partners program for our current and potential customers, ODP Business Solutions partners to position and train our national sales force, especially those serving the public sector, in the benefits of the Region 4 ESC contracts. Our dedicated team of Cooperative Contract Program Managers will be responsible for the implementation of the Region 4 ESC Contract. This dedicated team will work closely with our local sales representatives as well as our inside sales representatives, ensuring all teams are properly trained to service customers participating in the Region 4 ESC Educational School Supplies program. Training includes webinars highlighting the details of the program and positioning the Region 4 ESC offering. Sales team training is a continuous process, commencing with the contract implementation and continuing throughout the term of the contract, including any renewals and extensions. All appropriate Sales Representatives are trained in ongoing sessions by dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary sales sheets and other promotional material appropriate for their customer base.



CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.



END OF PROPRIETARY & CONFIDENTIAL SECTION

## PERFORMANCE CAPABILITY

### National Marketing Plan

Leveraging our relationships with more than 20,000 public sector entities, ODP Business Solutions will leverage our existing customer case studies and best practices and demonstrate credibility through our associations with industry leaders and publications. In addition, we will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters. ODP's national marketing plan includes social media announcements, direct mail campaigns, co-branded collateral materials, advertising the partnership in trade and industry publications nationwide, and participation in trade

shows. ODP's team approach to implementing and supporting a contract of this size and significance means we will align several groups within our organization to ensure the seamless execution and ongoing management of our Region 4 ESC / OMNIA Partners contract. This multi-disciplinary approach will include the following:



- Merchandising Team – focused on ensuring access to the products & services public sector requires
- Pricing Group – ensures items always reflect contract pricing
- Contract Compliance Team – ensures all bidding and pricing practices comply and uphold the Region 4 ESC / OMNIA Partners / ODP partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- eCommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Reporting – provide efficient reporting to meet the evolving needs of Region 4 ESC / Omnia Partners.
- Customer Care Organization – understands the nuances of large contracts and works to provide participating agencies with top-notch customer care
- Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions

## PERFORMANCE CAPABILITY

- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer’s needs first

ODP Business Solutions will continue to educate government and education agencies on the benefits and efficiencies of cooperative contract purchasing through the Region 4 ESC program. Specifically, we have deployed additional resources to support business development activities and new agency acquisition in the following areas:

- Field Sales Team – Mid to large agency acquisition
- Inside Sales Team – Small agency acquisition
- Emails, web banners, pre-login content, videos, sell sheets, weekly marketing updates, Business Solutions communications

The three-prong Region 4 ESC strategy will focus on participating agencies of all sizes:

**Customers:**

- Develop and evolve Region 4 ESC Participating Agencies’ profile for targeting and sales deployment
- Develop nurturing strategy, emphasizing Region 4 ESC optimization messaging through decision stages
- Satisfy objectives and criteria of cross-functional decision makers (i.e., Finance, IT, Purchasing)

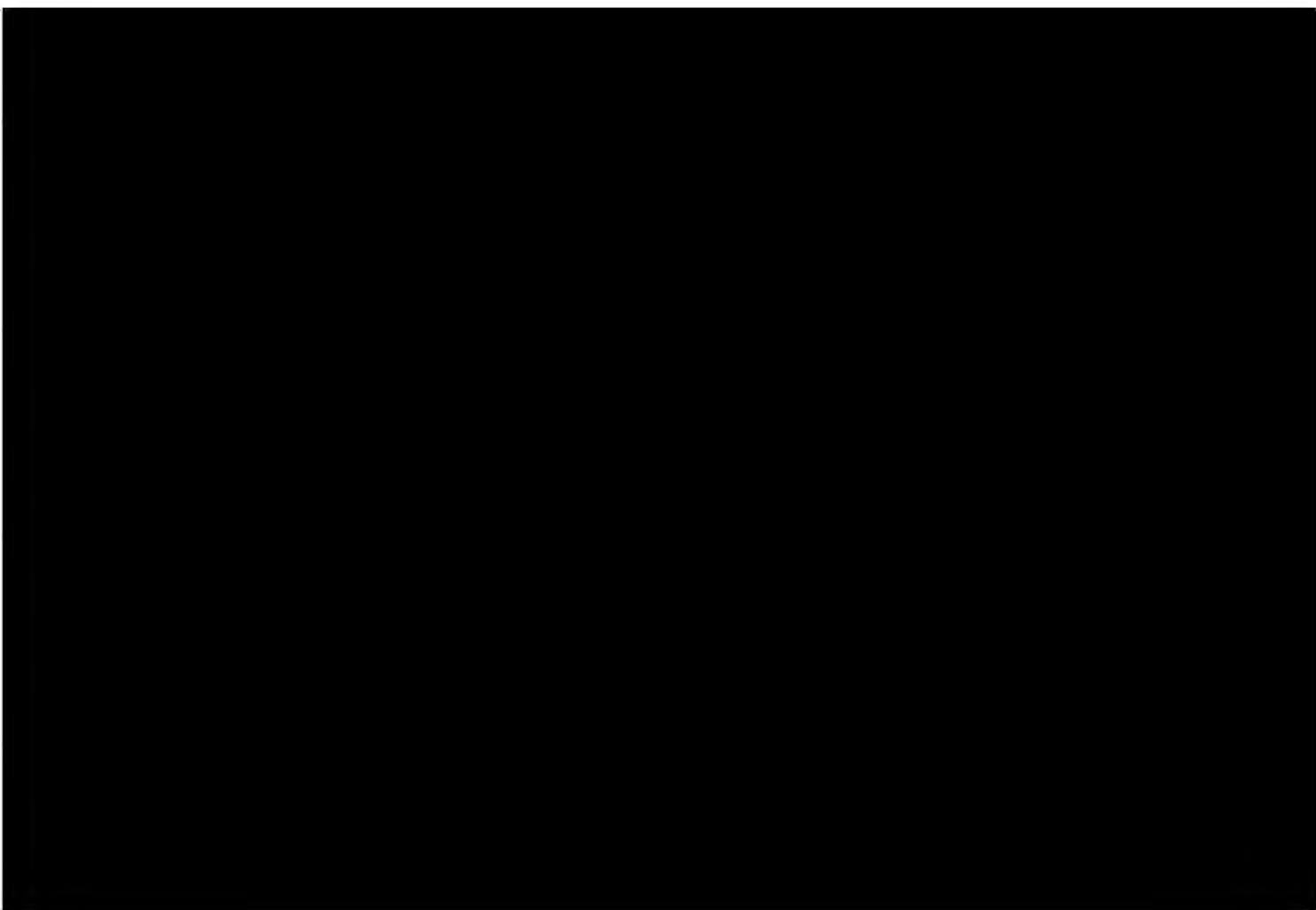
**Products & Services:**

- Build a services innovation engine and transform current product-focused business culture
- Drive growth opportunities through cross-sell of supplies, other products and services

**Sales & Marketing:**

- Continue developing product category expertise throughout sales organization
- Implement a comprehensive marketing strategy targeting new buyers within existing accounts
- Establish processes and tools enabling effective pipeline management and predictable revenue streams
- Become a brand name associated with Region 4 ESC and Omnia Partners within the target market

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.



## PERFORMANCE CAPABILITY

**OMNIA Partners Tracking and Reporting**

ODP Business Solutions offers a wide range of reports available to partners and customers. We can provide reporting down to the site level based on our account hierarchy utilization. Participating Agencies are linked to the Cooperative Contract as the highest-level, allowing ODP to provide required reporting to OMNIA Partners and every Participating Agency.

ODP will provide customer-centric business reviews and reports for Region 4 ESC Participating Agencies. Our Business Review process is a high-level summary that ties together the statistical information we gather on our performance and service levels. We will provide OMNIA Partners-specific performance data by Region 4 ESC Participating Agencies, geographic location or business unit. Each business review completed will then be rolled up into a master review of for entire cooperative. This process of creating multiple reviews allows us to compare each of your participating agency locations against one another to find best practices, innovations, and ensure all locations are performing to minimum Region 4 ESC standards.

Our review will be customized to provide the specific format and metrics that Region 4 ESC would like to evaluate. The goal of these reviews is to provide you with more than "raw data." Our objective is to create documents that will show you in one page how we are doing in meeting your objectives in the following areas: Achievement of your business goals, IT and systems interface performance, delivery, service-level, customer satisfaction, compliance and rogue spend, transition success and strategic development.

The ODP Business Solutions account management team will assist each Region 4 ESC Participating Agency location by analyzing spending and usage data. This process helps by providing a consistent regular customer focus to drive greater usage to their core product list, identify rogue spend outside their endorsed contract stationer, and analyze actual product usage.

**Business Reviews include:**

- Our customers' initial objectives
- Previous time-period accomplishments and objectives for the next reporting period

**Sales Statistics:**

- Purchases by product group
- Purchases by location
- Average monthly purchases
- Special categories

**Performance Measurements:**

- Customer Report Card
- Customer Quarterly Review
- Customer Evaluation Survey
- ODP's plan of action to ensure customer satisfaction

PERFORMANCE CAPABILITY

**Independent Business Reviews:**

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

**Key performance indicators:**

- Spend and average order analysis
- Fill rate and order accuracy

**Purchasing trends and best-in-class comparison**

- Net spend and product category spend
- Product category spend vs. peer group average
- ODP / Office Depot brand spend by product category
- Top product purchases
- Accounts receivable aging

**Savings and solutions**

- Diversity spend analysis
- Electronic orders and invoices
- Average order savings opportunities
- GreenerOffice™ Dashboard
- Customer Savings Plan

Category	Current Spend	Prior Spend	Difference	% of Total Spend
Price	\$859	\$0	\$859	62.44%
Office Tables	\$767	\$0	\$767	57.11%
Office Desks	\$93	\$0	\$93	6.96%
Office and Rack	\$29	\$0	\$29	2.19%
Seating	\$21	\$0	\$21	1.58%
Furniture	\$55	\$0	\$55	4.14%
Office and Office	\$44	\$0	\$44	3.33%
Cleaning and Maintenance Supplies	\$9	\$0	\$9	0.68%
<b>Total</b>	<b>\$1,371</b>	<b>\$0</b>	<b>\$1,371</b>	

In addition to the multiple reporting options above, ODP Business Solutions has added a field in our instance of Salesforce.com to add the OMNIA Member ID so that the required monthly reporting that we send to OMNIA Partners includes the OMNIA Member ID to ensure appropriate tracking in both systems. ODP has developed ongoing processes to ensure Member Id's are being added for new accounts to ensure the highest levels of accuracy.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

ODP Business Solutions has reviewed Attachment D, Exhibit B, *Administration Agreement*, and outlined our proposed exceptions on the *Term and Conditions Acceptance Form* as required. See attached "*Office\_Depot\_Response.AppendixB.V2docx.*"

## PERFORMANCE CAPABILITY

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

ODP Business Solutions has executed Appendix D, *Exhibits F and G* and has attached them in the online portal as required.

- iv. Describe how Offeror responds to emergency orders.

ODP Business Solutions provides delivery within the next two business days to over 95% of the U.S.. Our standard process routes orders for in-stock items received by 3:00 p.m. local time on a business day via phone/online or by 3:00 p.m. local time by fax will be delivered within the next two business days between 8:30 a.m. and 5:00 p.m. local time, Monday through Friday, within our local delivery areas. ODP will work with agencies for emergency furniture needs and identify potential solutions. For example, we've worked with agencies that have experienced flooding and needed a quick turnaround on new furniture. Your ODP Workspace Interiors teams will coordinate with multiple manufacturers, delivery companies and installation companies (if required) to meet their needs.

ODP Business Solutions has an Emergency Order process with a turn-around time of 4 hours. Same-day delivery service is offered within 30 miles of our Distribution Centers at no additional charge if the emergency is due to our error. Orders must be received by 12:00 noon local time in order to perform a same-day delivery. Courier charges will be added to the customer's account for emergency orders that are not due to an ODP Business Solutions service failure. ODP will pass along applicable same-day delivery costs without mark-up.

Start with your Workspace Interiors main point of contact, for Special Order Furniture (noncode), will work with you and the manufacturer to expediate furniture orders.

**If your end users are near an Office Depot/OfficeMax store and they have access to a mobile device**, we encourage you to register online for the Store Discount Program and download our mobile app to access the discount at checkout in an Office Depot® or OfficeMax® store.

- You can continue to get your contract pricing by placing orders on [odpbusiness.com](http://odpbusiness.com) – Orders can be delivered to your home or business address, or you can place orders online for pickup at your favorite Office Depot and OfficeMax retail store locations – for pick up within 15 minutes.
- Ordering online gives you more visibility, accountability, and control over what your organization orders — all at your contracted price

- v. What is Offeror's average Fill Rate?

ODP Business Solutions stocks, on average, more than 15,000 SKUs in our Delivery Centers. In addition, we consistently achieve over a 98% line item fill rate nation-wide.

- Order Fill Rate - The percentage of orders that were 100% filled on the first delivery schedule for the ship to location - 97.70%

## PERFORMANCE CAPABILITY

- Line Fill Rate - The percentage of line items ordered that were 100% filled on the first delivery schedule for the ship-to location - 99.22%
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The On-Time Delivery (OTD) percentage is a calculation of overall performance to ensure all in-stock merchandise is delivered to the end customer by the delivery promise date.

- On-Time Delivery - The percentage of deliveries that were made on the promised schedule for the ship-to location - 99.13%

Next business day and on-time delivery has been an ODP Business Solutions commitment for years and is a highly-valued feature for our Contract customers.

- vii. Describe Offeror's return and restocking policy.

Your complete satisfaction is our primary concern. At ODP Business Solutions, we want to be sure that every purchase is the right one for you. If you are dissatisfied with your stocked (coded) furniture purchase for any reason, you may return most furniture items in their original packaging within 14 days of purchase for a replacement or full refund.

To return an item, contact Customer Care at 888.263.3423 or go to our website to process it.

To place a return online, click on the Order Number under Order Tracking. Click on the Begin Return link on the Order Detail page to start the return process. For further assistance in processing your return online, or if the order does not have a Begin Return link, please contact the Technical Support Desk at 888-2OFFICE (888.263.3423) by selecting the option for "Web Support."

\*Please Note: Only one return per order may be processed online. If an additional return is required, please contact Customer Care at 888.263.3423.

Exceptions:

Special Order Furniture (noncode) Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as SPECIAL ORDER or sold through Workspace Interiors. If the item is defective or incorrect material is delivered, we will work with the purchasing agency to resolve, repair, or replace the item. your complete satisfaction is our primary concern.

\*Please Note: Multiple items may be submitted for return on a single Return Authorization; however, only one online Return Authorization may be submitted per order. **Returns must include a return authorization number, as drivers will no longer accept any packages without the proper return authorization information.**

## PERFORMANCE CAPABILITY

**Furniture Terms and Conditions**

An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.

Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.

If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.

Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with

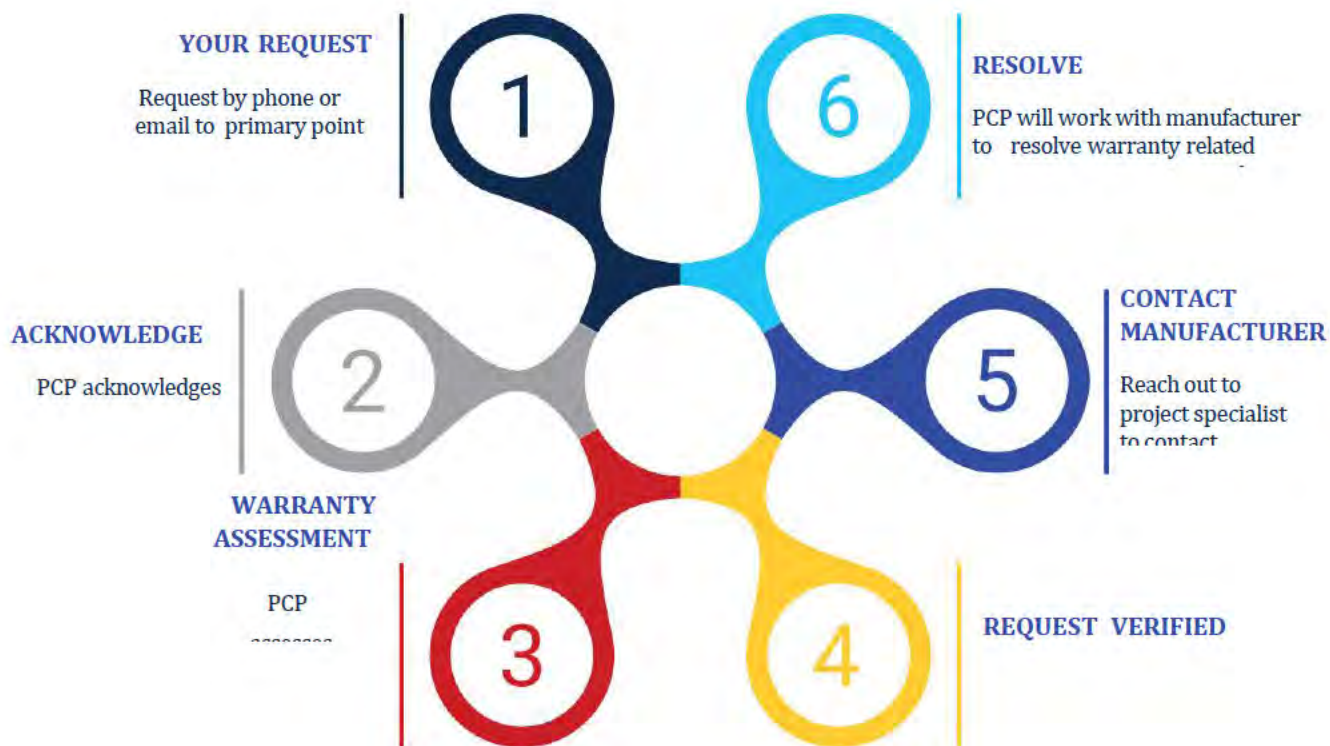
**viii. Describe Offeror's ability to meet service and warranty needs.**

ODP will provide services to Region 4 ESC Participating Agencies to enhance their furniture and installation needs as outlined in the RFP. This includes providing ordering platform, delivery, and educational support services.

ODP Business Solutions' warranties shall be limited to ODP Business Solutions branded products. For all other products, ODP Business Solutions will pass through to Region 4 ESC Participating Agencies, to the extent permissible under applicable law, all manufacturer-supplied end-user warranties. ODP Business Solutions disclaims any implied warranties, including the warranty of fitness for a particular purpose and the warranty of merchantability.

Workspace Interiors guarantees all the products sold. Should the end user encounter manufacturer warranty issues, Workspace Interiors will work on the Agencies behalf to complete prompt repair or replacement of furniture with the manufacturer. Errors and damages that occur as a result of a Workspace Interiors error will be handled promptly through repair or return and replacement of the product. Below illustrates our detailed process for fulfilling warranty claims on products sold through Workspace Interiors.

PERFORMANCE CAPABILITY



ix. Describe Offeror’s customer service/problem resolution process. Include hours of operation, number of services, etc.

**Catalog/Coded Furniture**

ODP Business Solutions operates a “One Call Resolution” process where over 80% of all calls received are resolved during the initial contact. If the Customer Care Professional (CCP) needs to call the customer back due to a need from another department (i.e., Pricing, Billing, etc.), the CCP manages the communication within that same day and communicates back to the customer within 24 hours. ODP Business Solutions strives to provide first contact resolution, whenever possible, for all Customer Care inquiries.

We offer several levels of problem resolution:

- Immediate resolution on the first contact
- Escalation to key support/research teams with final resolution typically provided within 24 hours
- Mandatory escalation to a supervisor in the unlikely event that multiple calls are made regarding an open incident

## PERFORMANCE CAPABILITY

ODP Business Solutions initiates an optional post-contact survey to customers to identify whether we connected, resolved the reason for the contact, and made the end user feel valued. The results of these surveys are measured and used as a primary KPI for both our Customer Care Professionals and for our overall Customer Care Organization.

Customer Care utilizes a robust "closed loop" feedback process whereby we use survey feedback to proactively address identified service opportunities and to recognize/reward Customer Care Pros who deliver outstanding service to our customers.

Issue resolution and problem escalation will be managed through our formal Service Request (SR) process to ensure each issue is documented, tracked, and monitored until resolution. ODP's Service Request system is a case management software system that tracks every issue not resolved on the first contact. This system ensures no problem goes unresolved and also helps identify issues and trends, thereby allowing us to proactively identify and address root cause issues.

The Customer Care team will escalate any unresolved issues to the Account Manager through the SR process. Every issue that cannot be resolved on the initial phone call is identified as mission critical, urgent or important and then escalated through the SR process until resolved in our agreed upon SLA terms.

## Hours of Operation

The ODP Business Solutions National, Local, and Inside Sales Teams will be available to all Participating Agency locations as follows:

- Your National Account Manager, Local Account Managers, and Inside Sales Team can be reached Monday through Friday from 8 a.m. to 5 p.m. local time.
- Executive Management can be reached Monday through Friday, 8 a.m. to 5 p.m. (ET).
- Your Implementation team can be reached Monday through Friday, 8 a.m. to 5 p.m. (ET). However, they may be available outside of these hours as they continually work additional hours to ensure all project needs and timelines are met.
- Service Consultants will be available Monday through Friday from 8 a.m. to 5 p.m. local time.
- ODP Business Solutions' Toll-Free Customer Care Desk is available Monday through Friday between the hours of 7 a.m. and 8 p.m. (ET).
- ODP Business Solutions' Online CHAT function is manned from Monday through Friday, 8 a.m. to 8 p.m. (ET).
- The ODP Business Solutions Internet Help Desk Representatives are available Monday through Friday from 8 a.m. to 8 p.m. (ET). Tech Support Agents can be reached at (888)-2OFFICE ([888] 263-3423) by selecting the option for "Web Support" at [odpbusiness.com](http://odpbusiness.com).
- Our Customer Care Centers (distribution facilities) are capable of operating Monday through Friday, 24 hours a day when necessary to meet customers' needs.

## PERFORMANCE CAPABILITY

**Special Orders**

For special order furniture needs, Workspace Interiors relies on our proven processes for quick resolutions to needs as they arise with implementation via a single platform on a national basis. These processes help us minimize risks by being a proactive partner from the start of all projects, regardless of size or scope. In the event of any issues that may arise, we would rely on our team of furniture experts to respond with urgency, backed by our leaders within the organization. The regional sales director of Workspace Interiors is ultimately responsible for the overall success of every opportunity that runs through the organization. The sales director takes pride in empowering Workspace Interiors' associates to grow professionally by increasing knowledge and capabilities to better serve and delight our customers. Team members are further empowered through open communication for collaboration and problem solving, backed by tools required to get the job done.

- x. **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Our goal is to provide Participating Agencies with the billing method that will make managing your payables more efficient. ODP Business Solutions' billing system is flexible, designed to provide invoicing compatible with your systems whenever possible. During contract implementation requirements are identified, the formats built and reviewed during our discussions. There are four (4) fields in our invoice format for Region 4 Participating Agency use as needed (cost center, etc.) including validation capability. Different options are available, depending on whether the billing is in paper or electronic format.

**E-Billing**

Completely electronic billing with all the advantages of paperless operations.

**Invoice Billing**

An invoice is generated for each order placed by your buyers at the time of order shipment. Your invoice can be sent either in daily or weekly intervals directly to the primary address or indirectly to the "ship to" location(s).

**Consolidated Billing**

Consolidated or summary bills are generated for all orders reconciled within an agreed time period, weekly, semi-monthly, or in monthly intervals, directly to the primary address or indirectly to the "ship to" location(s) by paper or directly to the primary address electronically.

**Payment Options**

Invoices may be paid via EFT, P-Card point-of-sale purchasing, or check via electronic and/or mailed invoice (Summary or Standard).

ODP can send invoice data via an EDI 810 format. Depending on the Participating Agency requested run frequency, we can send EDI 810 invoices daily, weekly, semi-monthly or monthly.

**PERFORMANCE CAPABILITY****Bill Management**

Our enhanced, online self-service system puts all Participating Agency billing information and time-saving account management tools at their fingertips, 24/7. Advanced search capability enables invoices sorting by:

- Quickly accessing your account summary and detailed billing information to determine what is paid and what is outstanding.
- Searching for invoices by date, due date, purchase order or invoice number, ship to location or transaction type.
- Drilling down into invoice activities, including payments, credits and adjustments.
- Viewing, printing, or download your invoices, in a variety of formats, such as Excel, PDF, CSV, etc.

**More Features for added Convenience**

Use our streamlined payment and online dispute processing features:

- Pay one or multiple invoices at a time in one simple transaction.
- Dispute an invoice online and receive a tracking number to follow its progress.
- A dedicated team will work to resolve the issue efficiently and effectively.

Electronic Billing is one of the most flexible billing methods available. It can be in one of two categories (or both):

**Category 1 – Accounts Payable User Summary**

There are two possible formats for this spreadsheet or summary bill document.

- The spreadsheet option allows one to quickly analyze billing for the prior period – Agencies tell us what they need to see on a spreadsheet from the billing document and we'll send it as an easy to read and format ready spreadsheet attachment. We can provide this with either line-item detail, or just a summary of the invoice (i.e., purchase order number, invoice date, invoice amount, and ship-to location).
- The printable summary bill copy is an unalterable PDF formatted electronic document that summarizes your purchases at an invoice level for the prior billing period. This means Agencies can electronically store your ODP Business Solutions billing for audit purposes, as well as being able to print or route through your organization for approval. It looks just like our paper billing documents.

**Category 2 – Accounts Payable System Upload**

Agencies tell us what information they would like to have in their AP system, and we will work with their IT team to define how to receive the information that will automatically upload into the Agencies system. This means the Agency will not have to do data entry whatsoever, and, because the data is flowing straight from ODP Business Solutions Billing system to the Agency AP system, there will be absolutely no data entry errors.

## PERFORMANCE CAPABILITY

**Benefits of E-Billing**

- Eliminates USPS mailing delays and/or lost invoices
- Ability to email the invoices to many email addresses
- 100% data entry accuracy using our AP upload
- Time and cost savings – it is significantly cheaper to save electronic documents, and it makes retrieval a snap
- Easy spreadsheet format for analysis purposes that can be easily forwarded to other organizations who need information!
- Customizable to business needs

**Electronic Billing Formats**

- Excel (.xls extension)
- CSV (if you use another spreadsheet program)
- PDF (must have Adobe Acrobat – most PCs do. If not, we will provide a link for a free download.)
- AP System Data Uploads - delivered via email or MFT right to your server
- Text files – either delimited or fixed length, as your IT team requests

xi. **Describe Offeror's contract implementation/customer transition plan.**

Participating agencies already utilizing any of the Region 4 contracts with ODP will be automatically activated to the new Region 4 Furniture & Installation contract upon the effective date of the new contract. No implementation work will be needed from existing participants.

For new participants, once selecting ODP Business Solutions as its partner the transition process will be launched. Our assigned Implementation Team meets with your key personnel determining all elements of our relationship and developing the structure to ensure that the program meets the Agencies needs. The ODP Business Implementation team does the heavy lifting with progress milestones and team member responsibilities clearly identified and communicated.

**Implementation Team Roles and Responsibilities:**

- Introduce key stakeholders
- Review account performance requirements
- Identify required account set up information to be provided to the implementation team
- Review invoice and reporting requirements
- Review delivery requirements
- Review approval work flows

**Implementation Project Plan and Checklist**

Region 4 ESC's implementation plan establishes a jointly agreed set of activities and timetable for all significant events, from contract award to launching full-scale service delivery. The plan enables us to:

PERFORMANCE CAPABILITY

- Set project scope and requirements
- Agree on short, medium & long-term objectives, schedule reviews
- Outline roles and responsibilities for each activity
- Establish dependencies between key activities
- Control processes for monitoring and reporting progress
- Outline contract criteria between both parties
- Confirm ordering methodologies and eBusiness strategies



Figure 1-2. Implementation Made Simple. Your transition, your way.



Figure 2-2. Implementation Made Simple. Enjoy a seamless transition.

**Implementation Checklist**

Each checklist itemizes all operational aspects of the contract, facilitating communication between all parties. It provides a key method of monitoring progress with agreed objectives, which include:

- Outlining local account structure
- Collating data
- Planning customer site visits and onsite training requirements
- Tracking logistics and warehousing requirements
- Specifying local service-level agreements

**Communication Needs**

Clear communication assures successful transition of suppliers and smooth implementation of your new contract including:

- A list of all stakeholders and their information requirements

**PERFORMANCE CAPABILITY**

- Reports, emails and newsletters
- Key pieces of information related to the contract

**Program Launch and Marketing**

Maximizing contract compliance and Region 4 ESC's value, ODP Business Solutions provides a detailed program launch ensuring Agency end users are aware of our new partnership. We launch our program with a series of marketing activities including:

- ODP Business Solutions Welcome Letter introducing the benefits of the contract
- Schedule of live training
- Easy-to-understand online user guide
- Introduce Web Site Tutorials

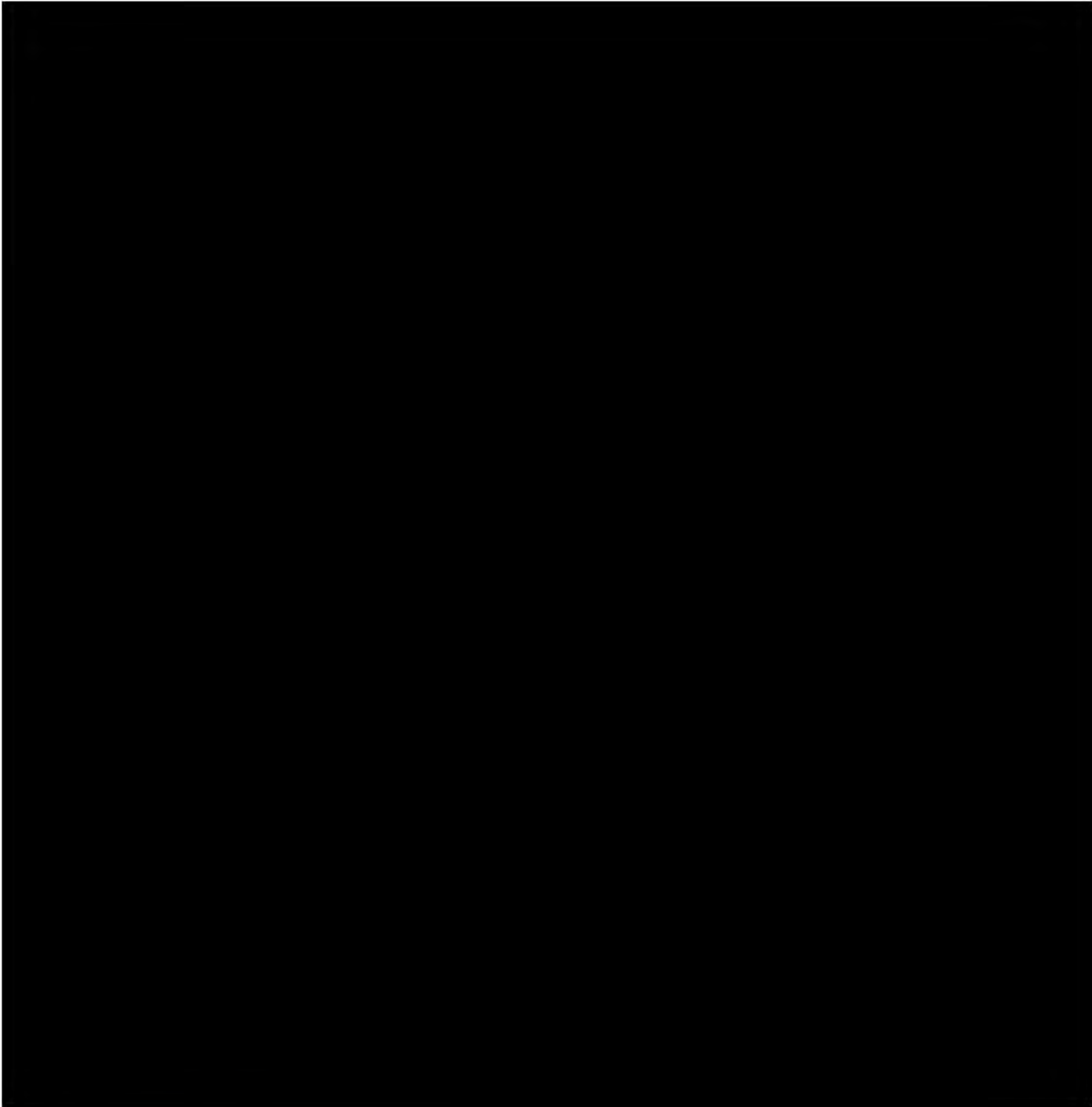
**End-User Training**

End-user training and contract awareness incorporate a range of initiatives which include:

- Website User Guides: These comprehensive guides are available online in Adobe Acrobat PDF format.
- Ongoing Support: Our eBusiness help desks and local customer care teams are available to all your end users.
- Website Tutorials: We provide end users with simple-to-use online tutorials to assist them with ordering procedures.

PERFORMANCE CAPABILITY

- Web Conferencing: Our eBusiness teams establish a net conferencing training service for remote locations as needed.



CREATIVE SERVICES

Special Order/Project Furniture

**PERFORMANCE CAPABILITY**

The design development process begins with an initial meeting—coordinated by the Workspace Interiors business development manager—held for all participating parties to discuss expectations for the project. At this meeting, we will develop a comprehensive project program taking into consideration all aspects most important to our customer.

Upon assessing the project requirements, the Workspace Interiors team will pull from our extensive list of major furniture manufacturers to define the most suitable product solution. Based on the programming developed in the initial meeting, the Workspace Interiors project designer will develop furniture typicals or initial floor plans for review. Our collaborative teamwork ensures that every Workspace Interiors design team member will be familiar with each proposed solution.

Following the completion of the first round of furniture layouts, a meeting will be scheduled with our customer. During this collaborative discussion, all furniture components will be critiqued; making any adjustments necessary until a final typical is created. Our project designer will then draw up the final typical and forward for official approval.

Once the final layouts have been reviewed and approved by our customer, the Workspace Interiors project designer will prepare an overall layout, showing the furniture in the base building shell. At this time, finish selections will also be prepared and reviewed for approval.

With the approval of the overall layout and specified finishes, Workspace Interiors will next conduct an internal audit to ensure that everything has been accounted for. Any outstanding or concerning issues noted during the audit will be discussed internally amongst the team in order to prepare a move forward plan. Following this meeting, the Workspace Interiors project coordinator will prepare a formal proposal for review.

Another meeting with our customer will be scheduled to review the formal proposal. A sign-off on the final drawings and a formal proposal will be required to place the order.

Upon receipt of the signed proposal, drawings and the deposit check, the Workspace Interiors project specialist will prepare to release the orders to each manufacturer.

For each project, it is the responsibility of the Workspace Interiors business development manager to complete their workbook and define the individual roles and responsibilities of our internal team.

**Order Entry & Production**

Once the deposit check and approved proposal have been submitted by our customer, the Workspace Interiors project specialist will process and place all purchase orders with the manufacturers. Once the orders have been placed, the project specialist will check all manufacturer acknowledgments against the approved for any discrepancies. The project coordinator will work directly with the manufacturers on any discrepancies or outstanding issues to ensure the order is shipped properly.

**PERFORMANCE CAPABILITY**

The Workspace Interiors project specialist will also maintain a status report of manufacturers on the project and their respective ship dates. This report is submitted to the entire team on a weekly basis.

Upon completion of order placement, the Workspace Interiors project designer is notified and begins the preparation of installation drawings. All installation drawings will be forwarded to the foreman on job for their reference during installation.

The Workspace Interiors project manager will contact the building manager on site regarding any documentation required for access to the building. The project consultant will then work to supply the building manager with all requested documentation in order to ensure we will have access to the job site prior to installation.

As the installation date gets closer, the project consultant will prepare a delivery schedule. They will contact the building to coordinate delivery times and dates.

Upon delivery, all products will be verified and any damages will be cataloged. The Workspace Interiors project specialist will claim any damaged product with the manufacturer and any necessary replacement pieces will be ordered.

**INSTALLATION**

As the installation date draws near, the Workspace Interiors project consultant will monitor all shipments and verify that all specified product has been received. The project consultant will also attend weekly construction meetings as required by our customer, and will walk the space with general contractor prior to furniture delivery to ensure the area is cleared and ready to accept the installation.

On delivery day, the installers will be on site to unpack all scheduled loads. Using predetermined locations, all products will be placed and staged for installation. The furniture install will continue daily for the allotted time given by the project schedule.

Upon completion of the installation, the Workspace Interiors business development manager will walk the space with our customer to note any punch list items. A final sign-off will be requested at the end of the walk through.

The Workspace Interiors business development manager will work with their project specialist to resolve any necessary punch list items. Orders will be placed for any furniture items that are missing or may need replaced. Once the replacement acknowledgments have been received by from the manufacturer, the project specialist will provide a delivery schedule for any outstanding items. They will coordinate with the customer to schedule an appropriate time to install the replacements.

Once the punch list has been received, delivered and installed, the Workspace Interiors business development manager will conduct a post-installation meeting with the customer to ensure their expectations were met. If requested by the customer, Workspace Interiors will conduct a product training orientation at a time of the customer's choosing.

## PERFORMANCE CAPABILITY

## xii. Describe the financial condition of Offeror.

ODP Business Solutions is one of the largest office products distributors in the world. The company has annual sales of approximately \$7.8 billion.

ODP Business Solutions is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited ODP Business Solutions' balance sheets, stating our financial integrity and position in the marketplace.

Region 4 ESC can assess ODP Business Solutions' financial standing with the following details:

- ODP Business Solutions' Federal Tax Identification number: 86-2161688
- Unique Entity Identifier, formerly Dun & Bradstreet number: 11-865-7778

Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:

<https://investor.theodpcorp.com/financial-information/sec-filings>

## xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

ODP Business Solutions has a demonstration login. The information is as follows:

- Type in: [www.odpbusiness.com](http://www.odpbusiness.com)
- LoginName: bid production
- Password: production
- Click: Login

To access the Online Management Dashboard:

- Near the upper right of the screen left click on the BP Icon
- Select Online Reporting from the drop down menu
- Select Dashboard on the middle right of the screen

This will display a range of dashboard options allowing you to analyze your purchasing history including:

- Dashboard
- Spend Analysis
- User Activity
- Savings Opportunities

## PERFORMANCE CAPABILITY

Please note: The prices shown under this website do not reflect the prices offered in the proposal.

### Online Ordering System Overview

Region 4 Agencies and authorized users have access to ODP Business Solutions fully, integrated, real time, Business-To-Business e-Commerce website, [odpbusiness.com](http://odpbusiness.com). Region 4 Agencies will receive highly reliable 24/7 live inventory availability while ordering, a rolling 12-month order history that can be downloaded to create reports, comprehensive invoicing, and a POD review — all within a user-friendly protected by state-of-the art security protocols.

ODP Business Solutions provides a modern one-stop reference/research website that enables you to increase productivity, reduce expenses, and lower your overall cost of ownership of products and services. Region 4 users will have full access to the latest technology to quickly and effectively perform their research and place orders with us 24/7.

### Our Electronic Commerce Leadership and Experience:

Region 4 ESC Participating Agencies benefits from our experience as a founding member of the OBI, advanced Internet ordering web site, and extensive third-party ERP integration experience, with over 1,500 third-party integrations and punch-out solutions. These are some of the capabilities and advantages. We look forward to the opportunity to discuss these options with you and partner to customize according to your business needs.

### Excellent Management Tools:

- Online reporting — Download and export 12 months of order history (cost center, ship-to, user, item SKU, etc.) reports in your preferred format
- Bulletin board — Communicate program information to your users and post your logo
- Billing information — Obtain POD verification and reprints of invoices or packing slips live online
- Email approval release — Access email approval release (HTML) with smartphone functionality
- Price verification — See your contract prices on all items
- Credit Cards – Get real-time credit card authorization, with no order hold during authorization
- Administrator user — Allow your management “superusers” to change their personal profiles, add ship-to locations, gain approvals, add or remove users, etc.
- Create profiles — Define parameters/capabilities/permissions for each user live online
- Group login identities — Secure an optional single login for cost centers, locations, departments, etc.
- GPS order status — Know exactly where your orders are from the time you “click” your order to when the packages arrive at your desk — including electronic signature capture
- Best Value items — Identify your core items that float to the top of all product searches
- 4 accounting fields — Customize/identify cost centers and billing/orders information

## PERFORMANCE CAPABILITY

**Easy to Use:**

- Shopping lists — Create organization wide “Best Value” lists and buyers’ personal item lists
- Real-time inventory — Receive intelligent choices based on live inventory while ordering
- Subscriptions — Receive automatic deliveries of your favorite products with no commitments, obligations, or fees; you can cancel a subscription at any time
- Online back order — Obtain intelligent back-order information that provides alternative options as you order
- Online returns — Use the simplest and fastest method for item return and full credit
- Order reminders — Schedule recurring or one-time reminders
- Future orders — Choose flexible delivery dates, or build your shopping cart for later orders
- Advanced search — Narrow your results by product, category, description, use, price, size, etc.
- Toner/ink find — Search quickly by manufacturer, make, and model for supplies for your machine
- Compare items — See side-by-side comparisons, describing function and capabilities
- Order notification — Get detailed user information on your approved orders
- Live Online Chat – instant message customer service any questions on a product recommendation, order status, or online web functionality 8 AM – 8 PM ET weekdays

**Many Categories – Huge Selection:**

- 30K items – available next day
- Print on Demand – download your customized jobs directly on the same site and have them delivered with your supplies
- Technology Products – select from over 300,000 products from more than 500 manufacturers
- Furniture – order from over 1,000 furniture items stocked in our warehouses
- Workspace Facilities – hundreds of the most common cleaning products and janitorial supplies you need in stock
- Promotional Items – put your logo/brand or special event information on just about anything
- Brand Identity – download and create your own stationary, or pull from your private stocked items already created

**Approval Routing**

The optional automated order approval process is managed by Participating Agencies Super Users directly, online, live with each buyer capable of having a unique approver hierarchy or as the Agency needs for their account. The notifications and approvals are handled by email and may be multi-level if desired. Proxy approvers can be assigned when the scheduled approver is unavailable.

## PERFORMANCE CAPABILITY

**User Profiles**

Your Super User Account Management Capabilities: This option permits pre-appointed Participating Agency Super User(s) to control individual user Account Management details such as:

- Activating or disabling passwords/users
- Controlling/monitoring blanket PO usage
- Adding ship-to locations
- Managing cost centers/departments
- Updating user profiles
- Editing or removing users
- Placing orders for otherwise restricted items (due to product type or dollar limit)
- Creating multitiered approval workflow templates for each user
- Formatting and running usage reports
- Viewing online proof of deliveries (includes name, date, and time received)

**Super User Authorized User Management**

Key permissions are controllable on a user-by-user basis:

- Password
- Ability to create only or place orders
- Order total dollar limit
- Management notification/approval requirements (e.g., single or multitiered approval process)
- Eligible and default ship-to location(s)
- Eligible and default department number
- Eligible and default purchase order (if necessary)
- Eligible and default release (if necessary)
- Payment method (i.e., specific charge card number)
- History viewing capabilities
- Usage report viewing capabilities

Participating Agencies will gain tangible financial and budget management benefits using our online powerful tools including three different tools will be activated at your option as a cost-saving feature:

- Best Value - advises end users of contract core list items during the shopping process. Example: Agency end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up

## PERFORMANCE CAPABILITY

alternative showing the item and the potential savings by changing the selected item to the core item.

- Private Brand - makes lower cost alternative suggestions during the shopping process. Example: An end user places the national brand Post-It sticky notes in their cart. If you authorized comparable item in a private brand with a lower cost, that alternative will be suggested.
- Green Products - Suggests your preapproved items that have at least one or more meaningful eco-attributes or eco-labels. Example: end user places an order for virgin fiber copy paper, the cart will provide a pop-up with a suggested greener alternative: 30% postconsumer recycled copy paper.

Region 4 ESC Participating Agencies may select to have only one or any combination of all to your account based upon your business needs. All these tools allow end users to make better purchasing decisions to meet their business needs.

### Online Dashboard — highly innovative self-service budget management tool that:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional ODP Business Solutions services that can result in cost savings
- Features real-time video overview of account activity and data export capability

The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

### Web Ordering System Unique Strengths and Competencies

The ODP Business Solutions ordering platform is a private website for use by pre-qualified customers only. Each customer has a unique contract with specific product requirements and preferences, pricing agreements, custom requisition forms for frequently ordered items, and individual warehousing and shipping profiles. With access secured through unique user IDs and passwords, the website is a protected place of business where users can browse the catalog, order products, check inventories and order status.

Administrative user access:

- Edit, add, disabled internet users,
- Bulk download and upload users
- Manage accounting fields,
- shipping addresses.
- Maintain account message board.
- Securely manage credit cards.
- Bulk/ Upload Credit cards, credit card Groups

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Our system is designed to integrate readily with a variety of inventory, order, and procurement management systems already in place.

With the ODP Business Solutions online catalog, end-users have access to our order history screen, allowing them to track the status of current and past orders for up to 12 months. In addition, this feature provides order details for ship dates, order sources, open/closed/on-hold, cost centers, and purchase orders. This feature allows <<clientShort>> to easily identify the orders awaiting approval and release multiple orders at one designated time.

Integrated order status and enhanced delivery tracking. Information about your delivery status along its journey.

### Mobile Applications

Mobile Applications provide customers the ability to access our site via Smart Phones and other mobile devices. Using their business.officedepot.com user id, users may: check inventory, approve orders, submit orders, and set up users. It is available anytime and anywhere.

Features:

- A simple-to-use dashboard saves you time and effort while you manage your business.
- Access your store purchasing card right from the app and can get discounted pricing at any of our stores.
- View, manage and review pending approvals and orders on the go.
- Access company-wide and personal shopping lists wherever you go.
- Browse products, get quick access to past orders, and check out fast.
- Increase communication within your user groups with personalized messages, updates and announcements.

ODP Business Solutions for business may be downloaded from:



At Workspace Interiors, we have the ability to create a custom furniture website just for you. These sites can be easily accessed for your specific furniture procurement needs. We offer two site options for you choose from:

- E-commerce Website
- Standards Website

Through these sites, you'll be able to:

- See your latest layouts
- Keep track of all current orders

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- Have the ability to communicate imperative information regarding your standards program and approval procedures
- Allow multiple users within the site to access your custom catalog
- Special order items displayed within your custom catalog
- See customer-specific discounting applied to your custom catalog
- Access an intuitive shopping experience

**E-COMMERCE SITE OVERVIEW**

Customers can access their e-commerce sites via the Workspace Interiors website home page ([www.workspaceinteriorsod.com](http://www.workspaceinteriorsod.com)). Each customer is given their own user account where they can access their personal project information. These portals are customized to support customer-specific furniture categories and contain a limited number of products.

Using an e-commerce site, customers can order their products directly. Navigation is made simple with the ability for users to categorize their products and sort into multiple levels, depending on need. Customer-specific contract pricing can be applied to each product. Delivery and installation charges will be communicated through the site prior to order processing.

Order hints are available to aid you in selecting the proper products. Product configurations and details aid in selecting the correct furniture for your space. Measurement guidelines, helpful tips, rules of thumb for furniture placement and recommended clearances are all included to assist in your decision.

Custom checkout allows for additional information to be communicated to Workspace Interiors when processing your order, such as purchase order number, room dimensions and additional comments or concerns. Installation costs will be applied and confirmed before your product is ordered.

Keeping track of projects and orders is easy with the customized status reports made available through the site. Status reports open in Microsoft Excel and contain information such as the project locations, item numbers, product descriptions, pricing and when the order will be shipped or received.



### STANDARDS SITE OVERVIEW

The standards site communicates a corporate standard to an organization similar to a standards binder. Like the e-commerce site, the standards site can be accessed via the Workspace Interiors website home page ([www.workspaceinteriorsod.com](http://www.workspaceinteriorsod.com)). Each customer is given their own user account where they can access their personal project information. These portals are customized to support customer-specific furniture typicals, which are represented as PDF documents.

Communication is clear and accessible with the inclusion of additional product information. This additional information features items such as brochures and warranty details.

Finish selections are also referenced within the site as part of the standard. Installation photos can be posted as well.

#### xiv. Describe the Offeror's safety record

ODP Business Solutions is committed to providing a safe environment in which our associates work and our customers shop. We continue to enhance our associates' skills, ensuring safe work practices through effective associate education, training, communication and supervision. Safety is an underlying value that we actively promote and practice every business day. The ODP Business Solutions Safety and Health program relies on each associate's active involvement to achieve our safety expectations.

The ODP safety program is led by the Director of Environmental Health and Safety along with our Environmental Health and Safety Manager Supply Chain who oversee safety processes for their respective businesses. Additionally, 45 Field Loss Prevention & Safety Managers help drive field safety leadership to our supply chain locations.

Safety training for all new associates during their orientation, in order to inform them of safe work practices, including but not limited to proper procedures when operating machinery, forklifts, and expected behaviors.

Required program maintenance and annual safety training for all associates, which includes lockout-tagout, powered industrial trucks, conveyor and dock safety, incident management, hazard communication, and behavioral safety.

Coordination of safety committees, documenting and investigating all incidents, maintaining continuous safety awareness training programs, and sharing and implementing best practices.

Performance metrics are integrated into leadership goals and compensation bonus structures. Monthly performance metrics are distributed to field and onsite leadership teams, as well as reviewed with executive management.

Safety events are reported by phone to our third party, TPA. All records are kept in accordance with Federal OSHA and Federal/State workers compensation guidelines. ODP Business Solutions has a set expectation that all incidents reported have a documented investigation and root cause

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analysis completed as well as accountable parties named for follow up and corrective action completion. Each week there is a root cause analysis call held in Supply Chain at which time all incidents reported for the prior week are covered in detail as a way to validate the RCA process is being completed at the location level.

ODP submits statistics to the Bureau of Labor and Statistics as well as electronically reports to OSHA as required for all locations that fall into the High Hazard category based on the standard NAICS code.

**OSHA Recordable Incident Rate and Lost Workdays**

The table below shows ODP Business Solutions OSHA Recordable Incident Rate (RIR) for 2017 through 2022.

Supply Chain (Veyer)								
Year	Avg. # of Employees	Hours Worked	# of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Count Loss Time Cases	Loss Time Case Rate	# of Fatalities
2017	4,718	10,469,979	227	4.30	5	73	1.39	0
2018	5,227	10,102,362	254	5.02	5.2	101	2.00	0
2019	4,941	10,372,523	224	4.30	5.2	69	1.33	0
2020	4,241	7,736,756	185	4.78	4.9	82	2.12	0
2021	3,608	6,853,563	156	4.5	5.0	68	1.98	0
2022	3,630	6,245,406	160	5.1	5.6	55	1.76	0
2023	3,469	5,851,907	138	4.7	5.7	55	1.87	0
Retail (Office Depot, LLC)								
Year	Avg # of Employees	Hours Worked	# of Recordable Cases	Incident Rate	OSHA Recordable Rate for your Industry	Count Loss Time Cases	Loss Time Case Rate	# of Fatalities
2017	28,640	33,688,242	481	2.86	2.3	145	0.86	0
2018	25,342	31,909,160	365	2.29	2.20	116	0.73	0
2019	23,245	29,615,392	340	2.30	2.00	92	0.62	0
2020	19,571	23,795,047	221	1.86	2.30	77	0.65	0

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2021	16,253	21,697,204	230	2.12	2.3	189	1.74	0
2022	13,487	19,309,074	183	1.90	Not available until November			0

**XV. Describe Offeror’s green or sustainability program. What type of reporting or reviews are available to participating agencies?**

The 2024 Corporate Sustainability Report presents the Company's notable achievements from 2023 and ongoing commitment to achieving its sustainability goals, supporting customers in meeting their sustainability commitments and making positive contributions to local communities. Accomplishments highlighted in the 2024 report include:

- Achieved a 36% reduction in greenhouse gas (GHG) emissions from 2019 (MT CO<sub>2</sub>e Scopes 1 and 2)
- Calculated our full scope of GHG inventory for the second year, which helped us set science-based targets and have them validated by SBTi
- Delivered a 6.7% blended absolute plastic reduction in private label packaging and e-commerce shipping operations in 2023 from a 2022 baseline
- Diverted 92% of waste from landfills across our distribution center network
- Raised \$5.6 million through in-store and online donations, powered by Round It Up America®, to support Title I public schools

**Buy green, be green, and sell green**

ODP Business Solutions takes social and environmental responsibility to heart. You can see it in how we cultivate, refine, and align our initiatives in our organization, our communities, and beyond. Review our current Corporate Sustainability Report for a detailed glimpse into our practices.

ODP Business Solutions’s environmental strategy is “buy green, be green, and sell green.” By implementing this strategy throughout our business, we’ve measurably improved our own environmental performance — and helped our suppliers, customers, and communities set and achieve their goals.

Since committing to our environmental strategy in 2003, our approach to sustainability has earned us contracts with environmentally conscious organizations and agencies.

**We support different levels of greener purchasing.**

Going green doesn’t have to be an all-or-nothing decision. ODP Business Solutions can help support Agencies however they choose to reduce environmental impact, whether it’s a worldwide program or one step at a time. To help on this journey, we developed the GreenerOffice™ rating system, in which we rate products as light green, mid green and dark green. Look for this color coding on featured products.

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GreenerOffice™ ratings help you make informed choices that align with your sustainability goals.



**Figure 1.1. Shades of Green.** Our sustainability initiatives include Planet (environmental), People (social), and Prosperity (economic).

### Why green?

ODP Business Solutions pursues global environmental leadership for four main reasons:

- We care about taking care of the planet and want to reduce our environmental footprint.
- We believe our environmental stance is a business strategy that helps us attract and retain customers who are striving to be greener.
- We listen to our customers and aim to serve their growing environmental requirements.
- We know that environmental initiatives reduce our carbon footprint or waste outputs, which often save costs and drive long-term operational efficiency.

### We prioritize our environmental policy and performance.

Our environmental policy aligns to our strategy, and we measure and report progress annually. We implement initiatives that help improve our environmental performance in the following ways:

**To buy green,** ODP Business Solutions's policy is to continuously:

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

**To be green,** ODP Business Solutions's policy is increasingly to:

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

**To sell green,** ODP Business Solutions's policy is increasingly to:

- Deliver innovative greener solutions for customers such as greener products that help save resources, save energy, and use safer chemicals
- Offer several take-back programs and spend reports

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To *tell green*, we engage stakeholders and report performance annually in [Corporate Sustainability Report](#).

Providing our customers with green options and education is important to ODP Business Solutions. Our green programs are below, followed by details of a few of our programs that help enable customers to purchase greener.

### Summary of Green Programs

#### Greener Purchasing Solutions:

- ODP Business Solutions GreenerOffice™ Rating System – an industry first green rating system
- The Green Book® online– an industry first, first published in 2003 and an all-virtual version debuted in 2016
- Greener Purchasing Program Guide – designed for customers interested in purchasing greener but not sure where to start
- GreenerOffice™ website with thousands of econscious products
- Greener Alternatives Tool – Greener Alternatives report with greener choices
- Green Select Cart – a web-based “Green Smart Cart” that helps end-users identify greener alternatives at the point of purchase

#### Greener Operations:

- GreenerOffice™ Delivery Service – an innovative and industry first, reusable tote and bag delivery program
- Recycling solutions – take back and fee-based recycling options for products
- Reusable promotional products
- Energy-saving power strips
- Water filtering solution

#### Sustainability and LEED Project Support

- For our special-order projects, Workspace Interiors is committed to supporting continued education and sustainability. Utilizing our LEED Accredited Professionals and manufacturer partners, we have an infrastructure in place to help you meet sustainability goals.
- For our customers with LEED certification goals—or just those wishing to incorporate a little good into their projects—our highly trained team will work with you every step of the way to ensure all possible credits are achieved, proper documentation is obtained, and strategic processes are maintained.

#### ANEW

- Our partnership with ANEW—a company dedicated to repurposing surplus furniture, fixtures and equipment—is just one more demonstration of how Workspace Interiors is dedicated to sustainability. If your project includes a surplus, ask us how we can connect you to this amazing program.

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- At Workspace Interiors, we also understand that promoting environmentally preferable products involves more than the products themselves. In conjunction with our manufacturer partners, Workspace Interiors has implemented measures to, not only ensure that environmentally conscious customers have a substantial product offering to choose from, but that those products can be ordered and delivered in an environmentally responsible manner.

While there is always more to achieve, Agencies can rely on ODP Business Solutions to continue to review our service and our product offerings—as well as our internal practices—to make sure we are taking care of our customers, our communities and our environment.

Region 4's Participating Agency usage information from ODP Business Solutions is accurate, reliable, current, live, and available online 24/7. Your management decisions are only as accurate as the usage data. We focus on the success of your supply program. We actively help you reduce costs in your program. Through Business Reviews, we measure your trends in spend, product selection, and local details to help you drive usage to your contract core aggressively priced items and ensure the core reflects your current requirements.

### Reporting

#### Green Reporting & Communication:

- You can't manage what you don't measure; hence the importance of green spend reports and tracking for our customers. We help Agencies evaluate their green spend at a glance with our free quarterly Green Business Reviews (GBRs). This report will show your purchasing history according to the ODP Business Solutions GreenerOffice Rating system so Agencies can decide when and where to go greener.
- Custom Green Spend Reports – Personalized reports uniquely suited for each Agencies' needs
- Paper calculator – We can help Agencies understand the environmental footprint of paper choices

Formats and reports available include, but are not limited, to the following options:

#### Usage Reporting

- Item and dollar usage
- Descending dollar usage
- Descending times item sold
- Descending quantity usage
- Contract vs. Non-Contract
- Customer department number
- Desktop location or end-user name
- Ship-to or location number

#### Cost Savings Opportunity Reporting

- Customer product code

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- ODP Business Solutions product code
- ODP Business Solutions merchandise department
- ODP Business Solutions product category
- Product description

**Order Method Reporting**

- Internet
- Fax
- Phone
- Procurement Card

**Distribution Cost Reporting (Average order size)**

- Customer number
- Ship-to or location number

**Product Reporting**

- Minority products
- Recycled products
- Manufacturer name
- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

**Online Reporting**

Participating Agencies' general account and order information is live online for 12 rolling months. You can:

- Manage visibility to information based on your user roles
- Download, create, analyze, and print usage history
- Sort the history of the purchases by product type, PO, buyer, and ship-to location
- Manage and control your spending on office supplies

Your Administrator (Super User) will permit Region 4 ESC end users who will have access to view Participating Agency online history.

Ad hoc reports are emailed electronically within 48-72 hours of your request. The general format is in Excel, but Participating Agencies can be set up to receive CSV files automatically by email. ODP Business Solutions identifies desired report formats sending them on a prescheduled basis or by request.

**PERFORMANCE CAPABILITY****Online Reporting Dashboard**

You have a powerful self-service budget management tool available online:

- Your spending patterns with at-a-glance charts and graphs
- Your savings and office supply benchmarks
- Insights to online user activity and behavior

Our website includes a reporting dashboard. This highly innovative self-service tool:

- Allows real-time access to important account information
- Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
- Identifies opportunities to utilize additional ODP Business Solutions, LLC services that can result in cost savings
- Features real-time video overview of account activity and data export capability

The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks, and provides insights to online user activity and behavior.

**Report Selection**

Formats and reports available include, but are not limited, to the following options:

**Score Card**

- Percent of orders delivered next day
- Percent of lines filled
- Average order size
- Number of backorders
- Average days to fill backorders
- Lines credited
- Misfills
- Damages

**Order Method Reporting**

- Internet
- Fax
- Phone
- Procurement Card

**Product Reporting**

- Minority products

**PERFORMANCE CAPABILITY**

- Recycled products
- Manufacturer name
- Product description
- Unit of measure
- Quantity sold for period
- Dollar amount sold for period

Furthermore, we also have the ability to send you your reports electronically via e-mail within 48-72 hours of your request. The general format is in Excel, but a customer can be set up to receive CSV files automatically by email.

**Performance Scorecards**

The Scorecard is a tool that quickly presents the high level metrics about a program as well as key drivers for improvements and is typically part of the quarterly business review. It highlights Spend, Average Order Value, Fill Rate percentage, order lines, backorder information, and return statistics. The Scorecard can represent a specified period and is often compared to previous quarterly data. Additional information can be added to the Scorecard such as Orders Under \$50 and Percentage of Small Orders. Improvements may be suggested if the Average Order Value is under \$150, and tools to increase this will be presented, including order consolidation.

Furthermore, our Account Managers will work with Participating Agencies to share best practices and help with change management related to buying behavior.

**Tracking Usage Reports**

One of the most powerful tools ODP Business Solutions offers is extensive usage and tracking reports. This information is specific to the overall program for the entire account, covering all products, orders, and spend. However, what truly makes this an effective tool is the ability to monitor specific location, item, and end-user usage.

Working with your ODP Business Solutions Account Manager and team, ODP Business Solutions and Participating Agencies will mutually schedule a quarterly review process. During this forum, ODP Business Solutions will assist Region 4 Participating Agencies with analyzing spend and usage data. This will allow them to drive greater usage to your contract core list, identify rogue spend outside your endorsed contract stationer, and see actual product usage. Product usage information can be very helpful to manage the most effective contract core list and find greater cost savings. Together, Participating Agencies and ODP Business Solutions can review contract items and ensure they are still relevant or recommend necessary changes. Recommendations can also be made for more effective product substitution enhancements.

Specific dollar savings and percentages are dependent on a number of factors, even when you look at accounts similar in size and scope. Variables such as an exclusive endorsement, prior program initiatives, and use of eCommerce can affect the percentage of savings. However, if Participating Agencies are not currently participating in a quarterly review process, and presently

## PERFORMANCE CAPABILITY

does not have an organization-wide standardization and compliance program in place, the savings can be significant.

**Quality Control Reports**

Our internal measurement tool, the **Customer Service Index (CSI)**, is designed to measure three key components that impact 100% Customer Satisfaction throughout each transaction.

- Our Fill Rates measure how successful ODP Business Solutions Distribution Centers fulfill your orders based on inventory availability (including wholesaler performance). We measure fill rates by orders and lines of an order. This means that the percentage of lines ordered by your end users are completely in stock and sent next day from the distribution center.
- The Quality Index measures delivery only, credit, returns, even exchanges, miscellaneous credits and damaged events. We measure the quality index by the same lines and orders we use for fill rates. The percentage of order quality index means that all lines of your end users orders are complete and delivered to the customer with no further fulfillment or quality issues.
- The On-Time Delivery percentage measures the timeliness and completeness of orders delivered to you within the scheduled delivery time without interruption of service. Delivery information is tracked within our GPS delivery system in real time.

During **Business Reviews**, we present many of these quality control metrics, as well as our standard Business Review document and other relevant information regarding our performance and resolution of any issues discussed at prior meetings.

ODP Business Solutions can easily accommodate your reporting needs. Reports can be sorted up to nine levels using a combination of any of these fields:

- Customer Number
- Customer Product Code
- Customer Department Number
- ODP Business Solutions Product Code
- ODP Business Solutions Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location
- ODP Business Solutions Merchandise Department
- Parent Number if usage is rolled up by groups
- Ship-to or Location Number
- Ship-to by City, State, or Zip
- ODP Business Solutions Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source

PERFORMANCE CAPABILITY

- Customer Size

The report media type delivery can be via paper, online or email (Excel or CVS file).

See attached ODP Sample Reports.

xvi. Describe any social diversity initiatives.

Customer Focus, Commitment, and Caring are core components of the ODP Business Solutions corporate culture and diversity strategy. We are committed to developing, establishing and accomplishing our diversity goals and helping our customers do the same.

What drives our company's success are the diverse perspectives, ideas, and experiences of our associates, suppliers, and our customers. Respect, unity, and equality are integrated within the foundation of our corporate culture, and we're dedicated to providing equal opportunities for all—across all areas of our business. Our Community Investment program, #DepotDifference, is focused on empowering education, championing entrepreneurship, and strengthening our communities through a variety of volunteer and philanthropic initiatives. Our Associate Resource



Groups (ARGs) are voluntary associate-led groups that foster awareness, education, and allyship in our workplace, marketplace, and communities.

**Commitment to a Diverse Workforce**

- We employ a diverse workforce reflective of the communities in which we do business
- We provide equal opportunity and encourage all employees to develop to their full potential
- We appreciate the importance of a diverse workforce at the highest levels of management
- We embrace new ideas and perspectives and respect individual differences
- We do not tolerate harassment of any sort.

**Serving Diverse Communities**

- We reach out to entire communities through our corporate citizenship efforts
- We focus on the health, education and welfare of all children through outreach and involvement
- We support diverse organizations and causes with funding, product donations and volunteerism

**Fostering a Diverse Vendor Network**

- We continually increase and strengthen our vendor diversity network to reflect the global marketplace
- We support diverse and small businesses to assist their growth so we can thrive together

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- We partner with organizations committed to building diverse business ownership

Our diversity efforts are linked to our marketplace strategy of utilization of diverse vendors and suppliers who are minority, women, veteran, disabled, LGBTQ owned, and small businesses. We have a robust supplier diversity model and are committed to the economic development of the communities in which we work and live. Our Supplier Diversity Program assists diverse and small businesses in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

Additionally, diversity is tied to our workforce strategy of recruiting top diverse talent and retention of high-performing diverse individuals as well as ensuring that our company reflects the customers we serve. It is also reflected in our workplace strategy to develop diverse talent, create an inclusive culture, and provide a work environment based on honesty and mutual respect.

**Supplier Diversity Program**

The ODP Corporation is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity program is fully endorsed and supported by our executive management team and our Supplier Diversity team engages with national, regional, and local third-party diversity councils to maintain awareness of resources. We encourage program managers and business leaders to work closely with our procurement team to identify and integrate qualified small and diverse businesses into our supplier base so that they are provided with meaningful opportunities to compete for our business.

The goals of The ODP Corporation's Supplier Diversity Program are:

- To form strong partnerships with diverse suppliers.
- To pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- To ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- To affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the National LGBT Chamber of Commerce, ), NaVoba (National Veteran Owned Business Association, Disability IN, the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- To effectively highlight the products of diverse suppliers in our national full line catalog.
- To empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

The ODP Corporation is proud to offer the most comprehensive Supplier Diversity model of its kind, in order to give diverse suppliers the best opportunities to grow and prosper. We actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, LGBT, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process.

## PERFORMANCE CAPABILITY

Our program is made up of three dimensions: ODP Business Solutions Tier I (reseller program), Tier II (vendor diversity), and Procurement. The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers
- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

### Tier II (Vendor)

The Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the vendor development process is organized into five key strategies. They include:

- Seeking out diverse suppliers through referrals, vendor fairs and tradeshows
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and Supplier Diversity Councils including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), NaVoba (National Veteran Owned Business Association, Disability IN, and National LGBT Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through ODP Business Solutions' national & diversity catalogs, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

### ODP Business Solutions Tier I

The goal of the ODP Business Solutions Tier I Reseller program is committed to providing the following to interested customers. ODP Business Solutions is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
- Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
- Collaboration – The ODP Business Solutions Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
- Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.

## PERFORMANCE CAPABILITY

- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

A prominent feature that sets the ODP Business Solutions Tier I program apart from our competitors is the mentor-protégé support we provide our partners. This benefit allows for training and development of our Tier I partners that leads to their long-term growth and economic viability.

ODP Business Solutions combines world-class ecommerce, distribution, and product assortment capabilities to give ODP Business Solutions Tier I partners a superior position in the marketplace and maximum opportunity for profitable growth. We provide product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefit our Tier I partners with:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing expertise
- Training expertise
- Ecommerce platform
- Mentor-protégé support
- Customer Benefits

Our Tier I Reseller Program provides customers with a legitimate and viable solution to their supplier diversity needs. Tier I customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service
- MWDVE purchasing credit

xvii. **Provide any additional information relevant to this section.**

Our code of Ethical Behavior and commitment to our 5C Culture (Customer, Commitment, Change, Caring, Creativity) continue to drive our actions and guide our company's strategic direction. They serve as our moral compass for ethical decision making and enforce our commitment to doing what is right—in every store, at our corporate headquarters, among our sales force, and across our entire supply chain.

## PERFORMANCE CAPABILITY

## Governance



## Measuring Customer Satisfaction

ODP Business Solutions measures customer satisfaction in all channels. We invite customers to participate through the following methods:

- Link on the homepage of [odpbusiness.com](http://odpbusiness.com)
- Digital Invitation to complete the survey after every transaction on [odpbusiness.com](http://odpbusiness.com)
- Email invitations sent to customers that have shopped any channel in the prior week.
- Email invitations sent to customers after each delivery to measure Satisfaction with Delivery Experience

These results are reported in real-time via our customer satisfaction dashboard where all stakeholders can see overall satisfaction, satisfaction with specific aspects of their experience and all of the customer comments that are classified by topic and tone. Daily reports of customer comments are sent to District managers (for retail comments) and customer care (for direct comments) so that all issues can be resolved as soon as they are submitted by the customer. In order to ensure that customer satisfaction is our focus, this has been incorporated into the goals and performance objectives for retail and ecommerce associates.

## Net Promoter Score

ODP Business Solutions is a customer-centric, omnichannel provider earning the trust and loyalty of our customers. Since December of 2018, we have used the Net Promoter Score, captured through retail, fulfillment, and digital experience surveys. This is one new way we will work to better understand our customers' experience in all channels, while also gaining insight as a benchmark of our performance against our competitors.

## Customer Service Index

Our internal measurement tool, the **Customer Service Index (CSI)**, is designed to measure three Key Performance Indicators (KPIs) that impact 100% Customer Satisfaction throughout each transaction.

- Fill Rates measure how successful ODP Business Solutions's Distribution Center's fulfill your orders based on inventory availability (including wholesaler performance). We measure fill rates by orders and lines of an order. This means that the percentage of lines ordered by your end users are completely in stock and sent next day from the distribution center.
- The Quality Index measures delivery only, credit, returns, even exchanges, miscellaneous credits and damaged events. We measure the quality index by the same lines and orders we use for fill

## PERFORMANCE CAPABILITY

rates. The percentage of order quality index means that all lines of your end users orders are complete and delivered to the customer with no further fulfillment or quality issues.

- The On-Time Delivery percentage measures the timeliness and completeness of orders delivered to you within the scheduled delivery time without interruption of service. Delivery information is tracked within our MobileCast system in real time.

Each ODP Business Solutions Distribution Center tracks and monitors the on-time performance, accuracy and completeness (OTAC) of every one of their shipped orders. Reporting is generated and additional actions are taken to ensure compliance and customer satisfaction. If an order issue occurs, a system-based service request is created, tracked, monitored and reported on. Additionally, *Net Promoter Score* (NPS) surveys are conducted with customers to monitor performance and customer satisfaction levels. Distribution Center, support personnel and service providers are measured and held accountable against this NPS score.

**IN SUMMARY, THE ODP® DIFFERENCE.**

Your trusted advisor – Providing business solutions is all we do – it's not simply a part of what we do. Accessible anytime, anywhere – We offer world-class support from real humans. Be face-to-face with us. Chat with us. Text with us.

Quality control – While some mass online competitors deal directly with third-party vendors, we deal directly with our vendors so you know our products can be trusted.

Multi-channel services – Order online and pick up in store within 20 minutes. Why wait when you can get it now?

Pricing model – We offer incredible value with structured pricing you can rely on and build business plans around.

Supply chain success – We deliver to 96% of the US population next business day, including Alaska, Hawaii and Puerto Rico. Plus, you can conveniently pick up your online order at any of our stores.



[Please click here to view the Southeast Texas School District case study.](#)

**RFP 24-01**  
**Furniture, Installation and Related Services**  
**Qualifications and Experience**

June 13, 2024, 2:00pm central time

## QUALIFICATION AND EXPERIENCE

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, the ODP Corporation has become a leading global provider of products, services and solutions for every workplace, whether that be the office, home, school or car. From the late 1980s and throughout the 1990s, ODP Business Solutions developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, ODP Business Solutions sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. In addition, ODP Business Solutions, headquartered in Boca Raton, Florida, is expanding its capabilities as a leading provider of business services and supplies, products and technology solutions.

The ODP Corporation (NASDAQ:ODP) is a leading provider of products and services through an integrated business-to-business (B2B) distribution platform and omnichannel presence, which includes world-class supply chain and distribution operations, dedicated sales professionals, a B2B digital procurement solution, online presence, and a network of Office Depot and OfficeMax retail stores. Through its operating companies Office Depot, LLC; ODP Business Solutions, LLC; Veyer, LLC; and Varis, Inc., The ODP Corporation empowers every business, professional, and consumer to achieve more every day.

As part of its full complement of business service programs, ODP Business Solutions features a full-service furniture division specializing in the supply, service, and management of contract business interior solutions and programs. The Workspace Interiors team at ODP Business Solutions works in tandem with our Office Supply, Technology, and Design/Print/Ship divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. Workspace Interiors supports our clients' corporate, regional, local, home office, and individual needs wherever they may be. We provide services and products for all business types, including corporate office, Hospitality, Learning, Government, and most all others, offering specific product and service packages for businesses of all sizes.

Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services, including Space planning & Design, Project Management and Coordination, Moving, and all other services you would expect from a full service Contract Furniture and Services Dealer.

ODP Business Solutions, LLC, an operating company of The ODP Corporation, is a leading B2B provider of workplace and technology solutions, combining an extensive range of products and services with a national footprint and hundreds of experienced business advisors. As a trusted partner, ODP Business Solutions supports over 140,000 corporate clients, along with the SLED and GSA divisions, in navigating the often-complex needs of today's hybrid business

## QUALIFICATION AND EXPERIENCE

environment. From accessing comprehensive solutions and strategic alliances, to supply chain innovation and robust digital platforms, ODP Business Solutions helps customers achieve business results across every industry. For more information on ODP Business Solutions, visit [www.odpbusiness.com](http://www.odpbusiness.com) or follow on LinkedIn, X, and Facebook..

ii. Describe Offeror's reputation in the marketplace.

*Workspace Interiors by ODP Business Solutions.* We're a full-service national furniture solution provider that specializes in large, multifloor projects that are highly complex and reconfigurable. We offer space planning, design, project management, and installation with cutting-edge furniture solutions that you won't find in stores or standard furniture catalogs.

Workspace Interiors has been operating as a contract furniture dealer for nearly 30 years and is a competitive national dealership in the office furniture industry. We have contracts with top furniture manufacturers and provide individual attention through more than 175 local service representatives.

By partnering with our knowledgeable team, you can leverage our experience with projects of any size — including reconfigurations and the design of new spaces — as well as our ability to address your custom furniture needs so that you can have complete control over how you furnish your workspace.

Count on us to provide passion and attention to detail in every aspect of your project as we bring your vision to life. Our reach and experience enable us to stay on top of trends and preferences for every market we serve — most importantly, yours.

Your vision. Our experience.

Workspace Interiors has a wide-reaching network of experienced associates who will help you make the most of your investment and offers complete access to a range of products, solutions, and support — no matter where you are located.

Our goal is to make sure that you are completely satisfied. Following a thorough post-installation review to go over every single item on the project checklist, we will set follow-up dates to assess workplace performance.

At Workspace Interiors, no detail is ever too small — because no vision is ever too big.

Our K-12 service support philosophy is uncomplicated: We believe in high quality education through strong business frameworks. We build our team and select our partners around this philosophy. We feel its inherent simplicity will continue to move us toward the future. We commit to providing our district partners our creative and professional best and upholding our company's reputation for excellence.

One reflection of a company's reputation in the marketplace is its ability to retain customers over many contract terms and product categories. ODP Business Solutions has an enviable retention rate for our larger customers (Region 4 ESC and its Participating Agencies are among

## QUALIFICATION AND EXPERIENCE

our largest) even in this highly competitive economic situation. Customers understand that the very lowest price sometimes comes at considerable expense in service and support. ODP provides the total package, equaling a highly competitive Total Cost of Ownership.

iii. Describe Offeror's reputation of products and services in the marketplace.

ODP Business Solutions is proud of our industry-leading and highly respected B2B sales organization. We boast the largest sales footprint in the industry; combining Field and Inside sales personnel to offer 360-degrees of coverage to our customer's needs. The sales construct within ODP Education is no different, providing nationwide field sales presence and a canvassed inside sales approach to managing our customer accounts. Our sales personnel are uniquely experienced, and partner with our customers to identify and respond to all their school supply needs.

Proof of our focus and reputation in the market is our rating on *Procurated*, the largest supplier ratings and reviews platform built for the public sector. As of May 2024, ODP has more than 2300 reviews from the end users transacting with ODP Business Solutions and a rating of 4.0 stars out of 5. For more information visit <https://www.procurated.com/suppliers/office-depot-c3183439-360d-4380-b5cc-4a2bb696d1a3>.



*Procurated snapshot*

ODP Business Solutions uses our leverage as a Fortune 250 company to bring you the competitive pricing and benefits you need, all while still providing the personal attention and dedicated service you would expect from a local company. Our experience spans nearly every industry in the private and public sectors in both the U.S. and Canada.

## QUALIFICATION AND EXPERIENCE

Furthermore, our knowledge and experience with leading manufacturers, competitive pricing and private brands are the foundation from which we are able to offer value and add beneficial ways in which we serve you. All you need is one partner with the knowledge and expertise to simplify your current furniture, office supplies, cleaning and breakroom, print activities and document processes, and technology. We are experienced in customizing solutions for you involving advanced, scalable technology resources to maximize efficiencies and ROI. We also offer remote document management/tracking and adaptive distribution alternatives to give you more control.

ODP Business Solutions operates under the highest level of integrity, and we have made the necessary investments in system enhancements and infrastructure to ensure the agreements we enter are clear and unambiguous as well as to ensure our contracts are properly priced and that we remain focused on delivering to all terms of our agreements.

Austin, TX is home to ODP Business Solutions' Inside Sales Organization (ISO). The ISO encompasses Furniture Specialists and Sales Support personnel, providing collaborative support for our furniture customers as well as our regionally aligned field sales personnel.

Our furniture field team are located throughout the United States; each tasked with bridging the knowledge gap between 1,200+ traditional ODP Business Solutions Sales Representatives and our customer base, as well as providing in-depth expertise and access to solutions for the entirety of vertical market customers. Supporting this entire workforce is the Education and Strategy Team specifically aligned to product and segment categories.

As an ODP Business Solutions customer whose procurement needs include educational school supplies, your account management team members are your primary contacts who can provide:

- Product information, literature, and comparison data
- Facility site assessment – in person and virtual
- Pricing Analysis, Review & Design
- Pre-Sales Support; including product knowledge and order placement
- Post-Sales Support, including ETA attainment, Return Merchandise Authorizations (RMA), order tracking and invoicing



iv. Describe the experience and qualification of key employees.

Starting with highly trained business development managers, Workspace Interiors creates a dedicated furniture team to assist you every step of the way. You can count on us to analyze specific needs, provide product selection assistance, develop and follow timelines and finish each job on time and within budget. Workspace Interiors business development managers,

## QUALIFICATION AND EXPERIENCE

designers, project specialists, project coordinators, project managers and manufacturer support comprise an ongoing team of furniture professionals who manage projects from the quick and simple to the most complex projects.

## Program Sales Team



Valya Broyer  
 Vice President, Public Sector

- 35+ Years w/ ODP
- (303) 704-8107 | [valya.broyer@odpbusiness.com](mailto:valya.broyer@odpbusiness.com)

Valya Broyer is responsible for the public sector organization and development of public sector customers. She cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.



Larry Reinker  
 Program Manager

- 31+ Years w/ ODP in a variety of sales and leadership roles
- (815) 479-9226 | [larry.reinker@odpbusiness.com](mailto:larry.reinker@odpbusiness.com)

Larry Reinker will be the lead Program Manager for all the Region 4 contracts. Larry will use his extensive experience to proactively manage the Region 4 contracts, providing value to Region 4 and participating agencies.



Ron Hubbell  
 National Program Manager, Public Sector

- 23+ Years w/ ODP Business Solutions
- (405) 476-0289 | [ronald.hubbell@odpbusiness.com](mailto:ronald.hubbell@odpbusiness.com)

Ronald Hubbell is responsible for the refinement & management of contracts partnered with OMNIA Partners. He has 39 years of experience in sales management and operations. Ron is enthusiastic to work with the agency, cooperative partner and local sales teams.

## QUALIFICATION AND EXPERIENCE



Jennifer Jimenez

National Program Manager, Public Sector

- 15+ Years w/ ODP Business Solutions
- BS – San Jose State University
- (408) 603-9011 | [Jennifer.jimenez@odpbusiness.com](mailto:Jennifer.jimenez@odpbusiness.com)

Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the University of California and & Florida International University. Jennifer is passionate about fostering dialogue with the agency, cooperative partner and local sales teams for optimal outcomes.



Megan Loope

National Program Manager, Furniture

- 3 Years with ODP & 18 years in contract furniture
- (203) 321-5832 | [megan.loope@odpbusiness.com](mailto:megan.loope@odpbusiness.com)

As a Program Manager, Megan is dedicated to OMNIA Partners Public Sector. She supports our sales teams nationwide, consulting on furniture design solutions, pricing strategy & cooperative compliance.



Molly Martis

National Program Manager, Furniture Healthcare

- 29 years this year with ODP
- Creighton University (Omaha, NE), Psychology
- (630) 401-6640 | [molly.martis@odpbusiness.com](mailto:molly.martis@odpbusiness.com)

Molly's responsibilities include the development and management of our ODP Workspace Interiors Healthcare furniture contracts and programs that leverage key ODP Healthcare GPO contracts and relationships.



Sherry Schrank

Furniture Program Manager, Catalog Solutions (or Instock/Coded furniture)

- 11 years with ODP Business Solutions
- (630) 438-7510 | [sherry.schrank@odpbusiness.com](mailto:sherry.schrank@odpbusiness.com)

## QUALIFICATION AND EXPERIENCE

Meet Sherry, our passionate Program Manager who is fully committed to delivering Quick Ship Furniture Solutions. With a nationwide focus, she works closely with our sales teams to streamline the process of ordering furniture, ensuring smooth transactions and exceptional customer experiences. Whether it's providing guidance on our e-commerce platform, establishing a Quick Ship furniture standards program or assisting with large orders of in-stock furniture, Sherry is your trusted consultant..

## Furniture / Workspace Interiors



Dave Gabriel

Senior Director of Furniture Operations

- 19 Years with ODP Business Solutions
- (630) 652-8125 | [david.gabriel@odpbusiness.com](mailto:david.gabriel@odpbusiness.com)

Responsible for our Furniture Sales and Support Organization. Support activities include Sales, Design, Fulfillment and Installation throughout the US.



Erica McFadyen

Director of Furniture and Interiors, Northwest Region

- 15 Years with ODP Business Solutions
- (206) 304-7238 | [erica.mcfadyen@odpbusiness.com](mailto:erica.mcfadyen@odpbusiness.com)

As Region Director of Sales with ODP Business Solutions, Workspace Interiors Erica is responsible for the strategic direction and oversight of the regions business development and account management activities.



Jerry Davison

Director of Furniture and Interiors, West-Southwest Region

- 13 Years with ODP Business Solutions
- B.S. California State University (business administration)
- (949) 678-1556 | [jerry.davison@odpbusiness.com](mailto:jerry.davison@odpbusiness.com)

## QUALIFICATION AND EXPERIENCE

As Furniture director, Jerry's strategic vision embraces channel conflict and market disruption to provide Workspace Interiors' clients the best total value for their office furniture requirements..



Donna Volpone

Director of Furniture and Interiors, East Region

- 3 Years with ODP , 33+ years in the industry
- B.A. (Interior Design), A.S. (Architecture), Spring Garden College
- (215) 692-9120 | [donna.volpone@odpbusiness.com](mailto:donna.volpone@odpbusiness.com)

As director of furniture and interiors, Donna is responsible for the overall success of the East Region. She collaborates with the team to create and execute strategies to bring impactful workplace solutions to our customers.



Holly Adair

Senior Region Operation Manager, Fulfillment

- 28 Years with ODP Business Solutions
- (740) 877-1257 | [Holly.Adair@odpbusiness.com](mailto:Holly.Adair@odpbusiness.com)

In her role as Sr Region Operations Manager, Holly Adair successfully oversees the Fulfillment side of our business. Holly's responsibilities encompass the day-to-day operations of furniture projects. Her expertise extends to various aspects of Sales support, with a specific focus on proposal preparation, order entry, project coordination, and billing.



Charles Duvall

Sr. Regional Operations Manager Execution

- 16 Years with ODP Business Solutions
- (443) 797-2255 | [charles.duvall@odpbusiness.com](mailto:charles.duvall@odpbusiness.com)

Charles leads a team of dedicated project consultants. He also has the responsibility of managing the Preferred Installer Network, which consists of over 380 carefully selected and contracted installation vendors with more than 400 warehouse locations across the United States and abroad.

## QUALIFICATION AND EXPERIENCE



Marina Fletcher

Senior Design Manager, Furniture

- 25 Years with ODP Business Solutions
- (630) 652-8147 | [marina.fletcher@odpbusiness.com](mailto:marina.fletcher@odpbusiness.com)

As the senior design manager, Marina manages the national design managers, design resources and maintains the overall design efficiencies for the Furniture and Interiors team at ODP Business Solutions. In addition, she assists in the development of operational services specific to the national design groups necessary to support the sales initiatives.

## Marketing



Nisha Brown

VP, Marketing &amp; Product

- 1+ Years w/ ODP, 15+ years in B2B and B2C
- B.A., MBA – Emory University
- (678) 551-5390 | [nisha.brown@odpbusiness.com](mailto:nisha.brown@odpbusiness.com)

Nisha Brown is a B2B marketing executive with 15+ years of experience working for the nation's top product manufacturers. She's been with ODP Business Solutions for over a year where she leads a fully integrated marketing, product management and ecommerce organization. Her team plays a key role in executing on customer experience through products, promotions, and digital experiences.

## QUALIFICATION AND EXPERIENCE



Allison Wolfe

Sr. Director, Marketing Strategy

- 10+ Years in B2B – 8 months w/ ODP
- BS – Ohio University
- (216) 213-3803 | [allison.wolfe@odpbusiness.com](mailto:allison.wolfe@odpbusiness.com)

Allison Wolfe leads the ODP Business Solutions Marketing team. In this role, she is responsible for leading creative, brand & content, category marketing, PR and sales effectiveness. Allison joined the company in 2023 and has held previous roles with leading B2B companies. She received her Bachelor of Science degree in Marketing & Merchandising from Ohio University.



Josie Sandoval

Senior Marketing Manager

- 7+ Years w/ ODP
- BS – University of Florida
- (561) 438-6084 | [josie.sandoval@odpbusiness.com](mailto:josie.sandoval@odpbusiness.com)

Josie Sandoval manages Public Sector marketing for ODP Business Solutions. In this role, she is responsible for developing the marketing strategy and executing campaigns to grow and support public sector. Josie joined the company in 2017 and has held previous roles in Private Brand. She received her Bachelor of Science degree in Advertising from the University of Florida.

## Sales Support



Les Levy

Service Consultant- Public Sector &amp; International

- 25+ Years – Office Industry Experience (5 years with ODP)
- (646) 573-1004 | [les.levy@odpbusiness.com](mailto:les.levy@odpbusiness.com)

Responsible for supporting the OMNIA partner contracts and clients in the Public Sector.

## QUALIFICATION AND EXPERIENCE



Diane Turley

Program Coordinator – Public Cooperatives &amp; GPO's

- 17+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 | [diane.turley@odpbusiness.com](mailto:diane.turley@odpbusiness.com)

Responsible for supporting the OMNIA partner contracts and clients.



Shannon Hunter

Vice President Sustainability

- 10 Years w/ ODP Corporation
- BS – Truman State University
- (561) 438-4800 | [shannon.hunter@veyerlogistics.com](mailto:shannon.hunter@veyerlogistics.com)

Shannon leads the Sustainability program at The ODP Corporation including strategy development and implementation focused on supporting the company roadmap and helping customers reach their goals.

## Financial Reporting

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Diane Turley

Program Coordinator – Public Cooperatives &amp; GPO's

- 17+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- (817) 475-2079 | [diane.turley@odpbusiness.com](mailto:diane.turley@odpbusiness.com)

Responsible for supporting the OMNIA partner contracts and clients. Diane will coordinate all requests relating to rebates, etc.

## QUALIFICATION AND EXPERIENCE

## Accounts Payable Team



## Accounts Payable Team

- Hours of Operation: 8 am – 5 pm Eastern
- Location: ODP Corporate Headquarters
- (844) 259-9131

Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

## Contracts &amp; Contract Compliance



Valya Broyer  
 Vice President, Public Sector

- 30+ years w/ ODP
- (303) 704-8107 | [valya.broyer@odpbusiness.com](mailto:valya.broyer@odpbusiness.com)

Team manages public sector cooperatives ultimately responsible for management of contracts.



Anthony Falbo  
 Sr. Director, Pricing & Compliance

- 17 years w/ ODP
- B.S., Northern Illinois University, JD – University of Illinois – Chicago
- (815) 474-4086 | [anthony.falbo@odpbusiness.com](mailto:anthony.falbo@odpbusiness.com)

Anthony Falbo is responsible for pricing strategy and maintenance, contract compliance, and vendor special costs. He has a robust background in pricing strategy and legal compliance and specializes in developing innovative pricing models that enhance profitability while ensuring full adherence to contractual obligations and regulatory standards.

## QUALIFICATION AND EXPERIENCE



Joseph Pazerunas

Sr. Manager, Contract Compliance &amp; Audit

- 7 Years w/ ODP
- 630.438.7674 | [joseph.pazerunas@odpbusiness.com](mailto:joseph.pazerunas@odpbusiness.com)

Joseph is responsible for Process Oversight, Contract Management - Adherence to legal obligations and levers, Customer Pricing Audits - Dispute resolution and contractually obligated reviews, Rebates - Accrual obligations for the Sales, Pricing and Support teams.



Jean P. Davis

Consultant, Analytics &amp; Profitability Initiatives, Pricing Compliance

- 25+ Years w/ ODP
- Chesapeake College – Paralegal Studies
- (443) 889-7670 | [jean.davis@odpbusiness.com](mailto:jean.davis@odpbusiness.com)

Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

## Executive Support



David Centrella

President, ODP Business Solutions; EVP, The ODP Corporation

- 25+ Years w/ ODP
- University of Florida's Fisher School of Accounting, B.A.
- (561) 438.4800 | [David.centrella@odpbusiness.com](mailto:David.centrella@odpbusiness.com)

David was named President of ODP Business Solutions in May 2022. In this role, he is responsible for core B2B sales and operations across all customer segments and vertical markets, including through Grand & Toy and ODP's Federation Entities. He has held various roles, the most recent as Sr. VP of FP&A.

QUALIFICATION AND EXPERIENCE



Tom Riccio

Sr. Vice President, Sales

- Years w/ ODP, 20+ years in office products industry
- Iona College, B.A.
- (561) 438-4800 | [thomas.riccio@odpbusiness.com](mailto:thomas.riccio@odpbusiness.com)

Tom is responsible for ODP's growth strategy in North America for the mid-market and strategic customer segment which includes acquisition and retention. He received his B.A. in Economics in 1995.

## QUALIFICATION AND EXPERIENCE

- v. Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. *Do not include certification documents with response. Participating agencies may obtain certification documents upon request.*

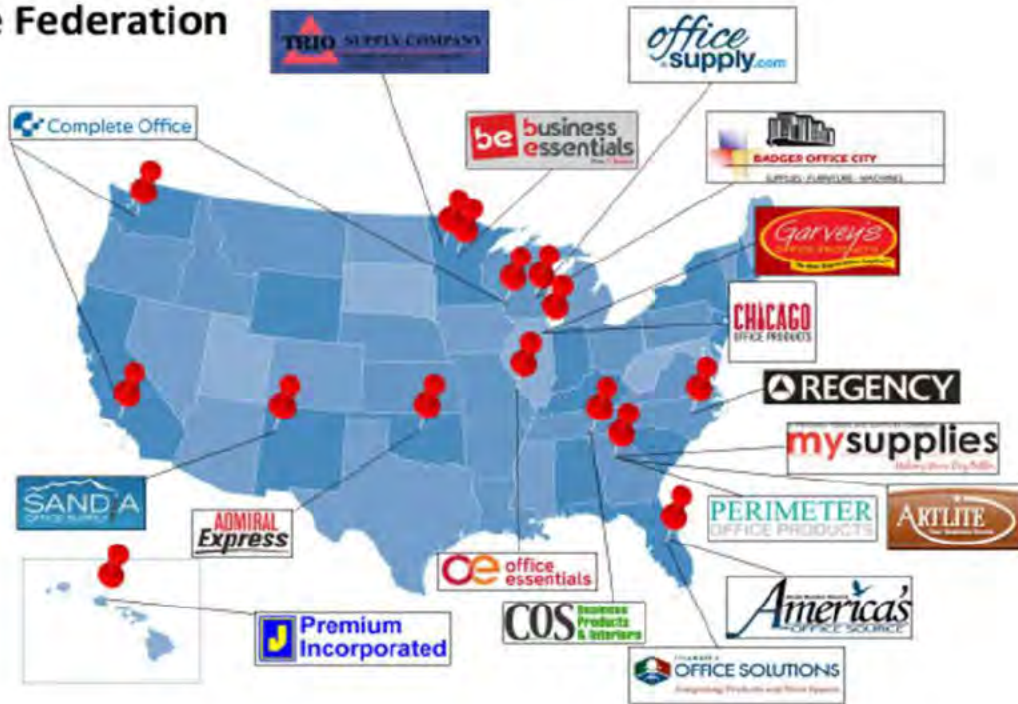
## Authorized Federation Distributors/Dealers

ODP Business Solutions has made strategic U.S. acquisitions of office product companies in various regions. These recent ODP Business Solutions acquisitions have formed our Federation segment. The companies listed below make up The Federation:

- **Garvey's Office Products** - 7500 N. Caldwell, Niles, IL 60714
- **Complete Office WA** - 11521 E. Marginal Way S. Ste. 100, Seattle, WA 98168
- **Complete Office WI** - N115 W 18500 Edison Dr., Germantown, WI 53022
- **Complete Office CA** - 12724 Moore Cerritos, CA 90703
- **Business Essentials** - 6645 James Ave N, Minneapolis, MN 55430
- **Regency 360** - 8024 Glenwood Ave, Raleigh, NC 27612
- **Sandia Office Supply** - 5801 Office Blvd NE, Albuquerque, NM 87109
- **Premium Incorporated** - 2644 Waiwai Loop, Honolulu, HI 96819
- **Admiral Express** - 1823 N. Yellowwood Ave, Broken Arrow, OK 74012
- **COS Business Products and Interiors** - 1548 Riverside Dr, Chattanooga, TN 37406
- **America's Office Source** - 706 Turnbull Ave #305, Altamonte Springs, FL 32701
- **Trio Supply Company** - 45 Northern Stacks Dr #100, Fridley, MN 55421
- **Perimeter Office Products** - 3505 Newpoint Pl, Ste 475, Lawrenceville, GA 30043
- **Office Essentials** - 1834 Walton Road, St. Louis, MO 63114
- **Office Supply.com** - 302 Industrial Dr. Columbus, WI 53925
- **Gateway Office Supply** - 315 S Closner Blvd, Edinburg, TX 78539

QUALIFICATION AND EXPERIENCE

**The Federation**



We work with more than 200 strategic partners and specialized product vendors to provide best pricing and practices in order to supply standard and custom furniture solutions. With 25 National Distribution Centers, ODP Business Solutions, LLC can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special order service, offering an infinite number of product solutions. Our products and services are backed by the strength of a Fortune 200 Company.

**Workspace Interiors Service Model**

Workspace Interiors is a national full-service furniture dealership designed and structured with their own resources rather than alliances, in place to handle large, complex clients with multiple locations nationwide. The shared service model of Workspace Interiors allows our clients to easily leverage both local and national resources as you need them. This provides the personal attention to client needs on a local level, backed by comprehensive national support.

Workspace Interiors has a mission statement that reads: "Think Customer First" through: Integrity and Accountability | Teamwork and Trust | Focus and Discipline | A Sense of Urgency. Our mission and core values are all directly driven by our customer's needs. We strongly believe that—by having one direct contact person and supporting team in place—we are the best able to service the needs of our clients. This individual will be able connect you with Workspace Interiors furniture professionals, designers, workspace planners, and project managers nationwide in a collective effort to provide you with the best solution and service possible.

## QUALIFICATION AND EXPERIENCE

Workspace Interiors works on a national scale, we have locations in over thirty-eight major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of your local market and just about any other market your business operates. We have over 175 team members who are cross trained in project management, design, order support and customer service across the country. Our unique structure outlines how our clients receive consistent service, standardized process and procedures model.

Workspace Interiors has a proven process to manage projects of any size and complexity. The benefits of working with a national-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps make sure that your organization receives consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding your project, but also proactively share information across the network—allowing us to find effective solutions for your project based on similar previous experience and skills. We can quickly loop in team members from multiple disciplines across the country to assist. That means your local contacts can reach out to our national network to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline.

Workspace Interiors requires that all of our installation partners adhere to the very detailed regulations set up by ODP Business Solutions. Each installation partner must participate in the required factory training or they will not be contracted to perform installations for Workspace Interiors or be present at the job site. All managers, supervisors, and consultants are professionals, trained not only in the physical aspects of Workspace Interiors service offerings, but also in the equally important pre-planning and execution processes. Every team member is dedicated to providing quality service to meet the needs of our customers.

We work closely with our nationwide network of preferred installation partners to deliver consistency, accuracy, and quality in all of our labor services. Our installation team is provided with a packet of in-depth information, communicating every detail of your project. Our national installation partners have been factory-trained and certified in systems installation helping to deliver a seamless project execution.

i. **Propose the frequency of authorized distributors/dealer updates.**

ODP Business Solutions will submit new authorized distributors/dealer when needed. Historically this has been approximately one (1) time per year.

ii. **How are participating public agencies able to confirm who are the Authorized Distributor/Dealers for the contract offering?**

Participating agencies can confirm Authorized Distributors/Dealers by the RFP document and then any corresponding Material Notice of Change documentation approved by Region. All

## QUALIFICATION AND EXPERIENCE

will be available upon request to the ODP Business team and can be found on the OMNIA Partners contract offerings website.

vi. Describe Offeror's experience working with the government sector.

ODP Business Solutions understands the unique requirements of public agencies. We've served the public sector for 36 years, supporting government at every level — and consistently delivering industry-leading value.

### **GOVERNMENT**

With decades of experience serving the public sector, ODP Business Solutions specializes in meeting the demands of federal, state and local agencies. We offer products, services, strategies and savings that can improve procurement efficiency.

#### State and local governments

ODP Business Solutions is well versed in supporting [state and local agencies](#). Leverage our contracts, including OMNIA Partners, to help Participating Agencies save on products and solutions — wherever you require them.

#### Federal government

ODP Business Solutions offers products, services, strategies and savings that can help Participating Agencies increase efficiency in procurement. Our GSA MAS contracts (#47QSEA20D005Q and #47QSCA20D000B) contain a broad assortment of office and facility supplies, plus technology and furniture. In addition, our dedicated [federal government](#) account management specialists can help you choose solutions for your specific agency.

ODP Business Solutions has programs specifically geared to support public sector customers and, in particular, public administrations in the Federal, State and local government sectors. We have significant experience in managing all aspects of public contracts and vast experience implementing and transitioning sophisticated e-procurement systems supporting government programs. We are the awarded supplier for many government entities with expertise ranging from simple to complex implementations for any size public agency. In these instances, we boast an A+-rated Implementation team that possesses the expertise necessary to ensure a seamless transition to the ODP Business Solutions website, [odpbusiness.com](#), or to ecommerce platforms via third party integrations and punchout solutions. For example, recent implementation and maintenance projects have included SAP, Coupa, Jaggaer, and an extensive list of other ecommerce systems.

During implementation and ongoing, we are the logical choice in that our customers choose ODP Business Solutions to reduce purchasing and accounting costs, drive continuous improvement, and maintain contract compliance. One way we support our customers is through support of Pcard programs, electronic invoicing and electronic payment, where our AR system information is transmitted directly to the customer's AP system, decreasing the risk

## QUALIFICATION AND EXPERIENCE

of errors that may be caused by data re-entry. Here are some additional program services that may benefit Participating Agencies:

**Contract Compliance.** ODP Business Solutions understands the importance of meeting contractual terms and conditions. Our sales team will partner with Region 4 ESC participating agencies and in conjunction with our internal Compliance team, will work to ensure that the contract terms and requirements are met and supported with timely, consistent reporting.

**Auditable Pricing.** Pricing controls and/or discounts by category that support customized services with extensive experience in the office products industry, and ample staff prepared to support the needs of a complex purchasing community and/or a statewide procurement contract.

**References/B2B Requirements.** Experience supported by references and/or case studies in B2B enterprises and government providing a full line of office supplies and variety of other product categories such as furniture, technology, and janitorial supplies.

**Contract Strategist.** Dedicated advisors working with public administrations to achieve goals and maximize budgets. Our sales personnel work with Region 4 ESC agencies' to resolve operational issues, identify improvement opportunities, and to pursue potential savings opportunities.

**Innovation/Digital Platforms.** Comprehensive product offering to support a city or statewide online catalog as a customizable solution with management tools. The online catalog provides help/Chat functions, order tracking and savings, contract pricing, product descriptions and environmental and other website icons to identify items and services.

**Excellent Customer Care.** Support for your needs is of the utmost importance for your numerous ordering entities. We have multiple ways to support placement of orders including: Phone, fax, email, internet ordering, Electronic Data Interchange (EDI), and E-Procurement Integration.

**Sustainability/Green Products.** When customizing options to meet your environmental sustainability goals, choose to leverage experience honed by serving some of the world's most green-minded organizations. End users can choose from thousands of products with eco-attributes, including multiple options in categories such as paper, office supplies, cleaning, furniture, and technology, and our exclusive digital catalog will enhance your agencies' shopping experience.

**Electronic Invoicing/ACH.** eBills to the end user with the information needed to reconcile orders and billing to the contract account, and customization and identification of cost centers and billing/order information, saves time, money, and streamlines billing. Time-saving account tools like online bill management provides advanced search capabilities to determine what is paid and outstanding, and provides visibility to drill down to invoice, payments, credits, and adjustments.

## QUALIFICATION AND EXPERIENCE

Visible Insight and Analytics. Reports uniquely suited for each customers' needs providing usage and tracking of spend for the overall program for the entire account, including visibility to monitor specific location purchases, and end-user compliance and usage. When looking to see how we get there, or where you are in comparison, regular Business Reviews communicating essential contract and statistical information that we gather on our performance and service levels provide visibility and insight.

ODP Business Solutions has become a very successful supplier of office supplies and services to federal, state, and local governments by meeting the very unique requirements of government agencies. For example, ODP is:

- An approved supplier of AbilityOne/JWOD products
- An aggressive and successful Tier One and Tier Two partner and promoter
- Committed to make MWDVE HUB products available to all of its customers
- A committed supplier of GREEN (environmentally friendly) products
- Able to provide service through its delivery service and retail stores in all 50 state & Puerto Rico
- Able to provide delivery service direct to US Government Agencies in 35 other countries
- Able to meet the highly varied ordering and paperwork requirements of different agencies
- Committed to provide the level of customer service that each customer feels is necessary
- Skilled at operating a secure and safe delivery system
- Constantly seeking ways to reduce costs
- Able to report detailed customer purchasing history so informed spend decisions can be made

With 37 years of public sector experience, innovative technology, and associates that understand how to support public institutions, we are confident our customers won't find another company who can deliver this type of infrastructure, support, and value. From top-level procurement management of government contracts to managing the thousands of details for affiliate agencies and users, we have the products, services, and track record to help our customers succeed.

ODP Business Solutions has the operational infrastructure in place to provide delivery to central urban areas and rural locations. We focus on partnering with our customers to deliver excellent customer service, all while reducing total cost of ownership and administration time, allowing contract participants to focus on their core responsibilities. Regardless of size of program or geographical location, our customers have come to expect the same consistent service, contractual compliance, and wide variety of product and economical pricing that ODP Business Solutions delivers.

In addition, ODP Business Solutions serves both public and private sector educational government agencies, such as K-12 and Higher Educational institutions, as described elsewhere in our RFP response, such as the *Products and Pricing* and *Performance Capability* sections.

## QUALIFICATION AND EXPERIENCE

## Education

We work with schools and districts across the U.S. as they tackle today's unique challenges. With decades of knowledge and experience in the education sector, ODP Business Solutions advisors know your industry.

Count on us for the innovative products, services and solutions you need to help create a productive and comfortable learning environment for administration, students and faculty. We can help you streamline purchasing, reduce costs and maintain contract compliance by consolidating vendors — so a single resource can provide solutions wherever you want them, especially during times of rapid change.

## K-12 education

ODP Business Solutions is committed to helping you meet the demands that your school and district face every day. We'll help with effective procurement and payment solutions for your K-12 schools and your district, so you can focus on every aspect of learning and use district budgets effectively.

Rely on us for products and services for your institution — and for the big-picture thinking that can help you aim higher. As your collaborator, ODP Business Solutions's advisors use their experience to bring you innovative ideas. We'll tailor solutions that can help you address important issues, such as helping to reduce absenteeism and improve student achievement, fostering team building in classrooms, supporting remote or collaborative learning options, and more.

## Higher Education

At ODP Business Solutions, we know that the day-to-day challenges and requirements of running a college or university can add up for your procurement department. That's why we operate as an extension of your team — one that can help you reduce costs, maintain contract compliance, achieve sustainability and diversity goals, provide peace of mind with a world-class supply chain, and more.

We're committed to exchanging ideas, providing transformative thinking, and delivering innovative solutions that help you work better and make your job easier. Whether you're searching for furniture and space planning, ways to maximize visibility and reporting, or options to help you improve your sustainability and diversity practices, ODP Business Solutions is here to support the success of your institution.

- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

ODP Business Solutions is one of the largest office products distributors in the world. On June 30, 2020, Office Depot, Inc., the predecessor of The ODP Corporation, implemented a holding company reorganization (the "Reorganization"), which resulted in The ODP Corporation

## QUALIFICATION AND EXPERIENCE

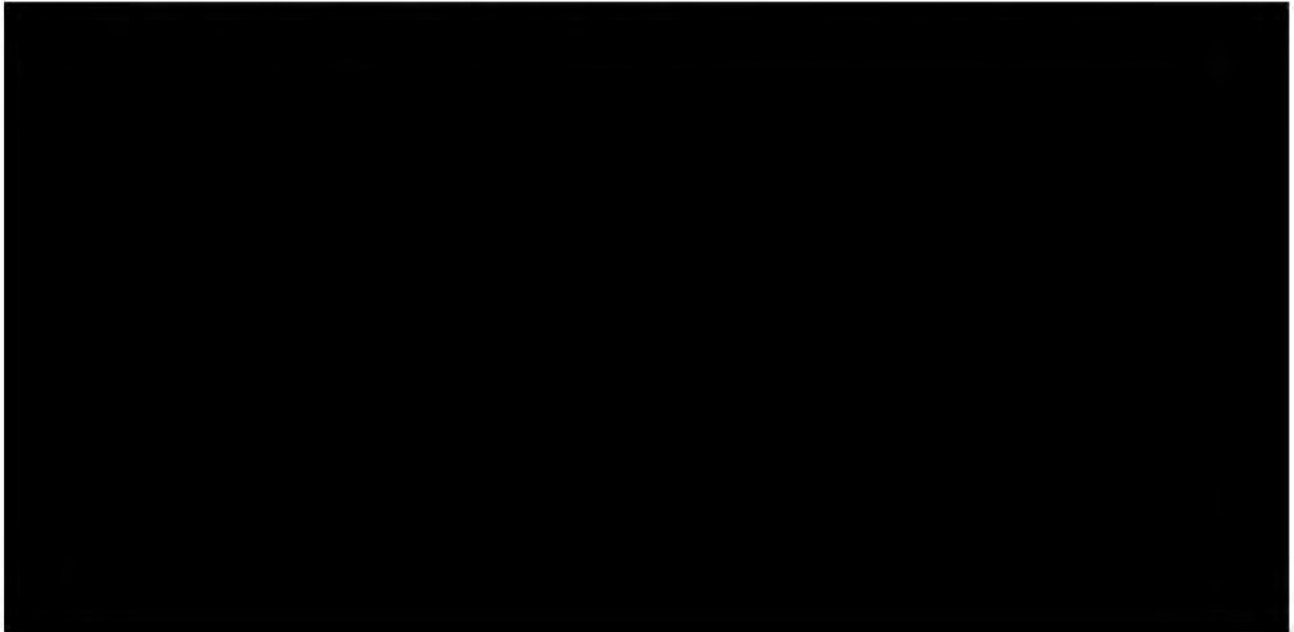
becoming the parent company of, and the successor issuer to, Office Depot, Inc. The company has combined annual sales of approximately \$7.8 billion.

Region 4 ESC and its participating Agencies have been customers of the Business Solutions Division of Office Depot, LLC, for years. In June 2022, The ODP Corporation went through an internal reorganization which has resulted in the company being organized across four (4) separate business units. One such unit is ODP Business Solutions, LLC, whose focus will be exclusively on our customers in the B2B business sector. So, although the entity that is responding to this particular Bid/RFP is ODP Business Solutions, LLC, a portion of the responses provided, and the information that is provided herein, is based on the Office Depot-related entity that oversaw our B2B business in the past (Office Depot, LLC). We believe that providing the requested information in this fashion provides the greatest insight into our business and provides the clearest picture on who we are. To be clear, there are no other changes but for the change in entity resulting from the internal reorganization.

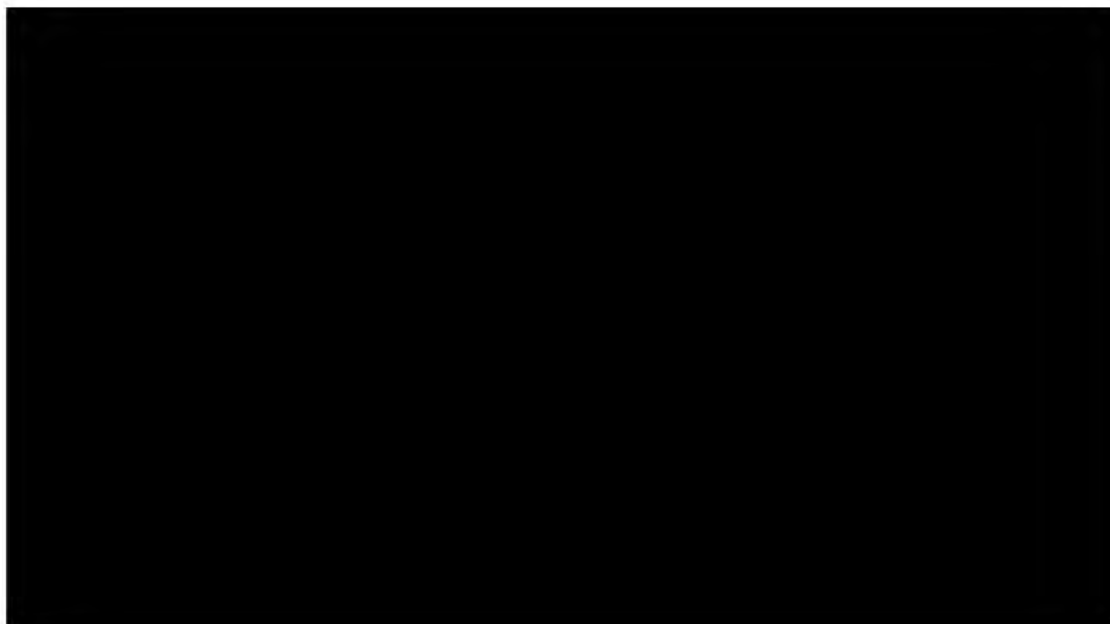
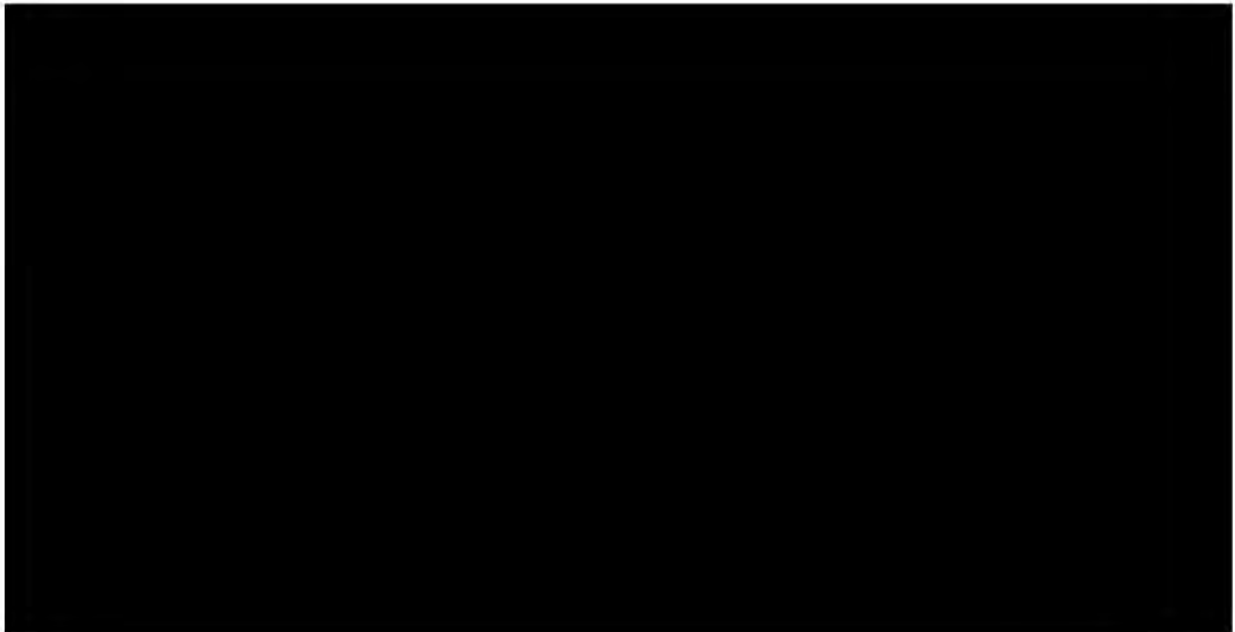
Furthermore, ODP has never declared bankruptcy and does not believe there have been any material changes in operating performance or financial position that would impact the services offered.

**CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.**

- viii. Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.



QUALIFICATION AND EXPERIENCE

ix. Provide any additional information relevant to this section.

At ODP Business Solutions, we believe in high-quality business frameworks. This means improving efficiency to reallocate resources towards procurement solutions, growth, and sustainability. We understand the importance of being great stewards of public funding, and we offer an array of services and solutions to help public agencies manage costs and operate more efficiently. Our commitment to serving Public Sector Agencies is evident in our deployment to service and experience serving those that have entrusted us to provide innovative solutions and world-class contract compliance.

We understand that today's procurement officers are not only being challenged to do more with less; they are also making shifts in procurement methodologies, demands from the constituencies they serve, and a changing workforce. ODP Business Solutions has been successfully partnering with the agencies we serve to bring them the products and services they need to support these shifts.

The cooperative contracting platform continues to gain momentum and acceptance in the marketplace amongst the most respected public procurement professionals, while allowing us to adapt to the changes and needs of our valued public agency customers. We continue to refine our contract offering to meet the demands in the marketplace with industry leading contract compliance while offering the right products through related contracts.

We are proud to be an incumbent contract holder of several current Region 4 ESC / OMNIA Partner contracts. We do not take this privilege lightly – as we compete for this award once again, our entire sales organization is actively engaged in promoting existing agreements. Our team is committed to providing a comprehensive collection of solutions to the Region 4 ESC and OMNIA Partners contracting label. This market approach supports the desire of many public procurement officials to reduce vendor count while giving them the benefits of the solutions that we currently offer and are proposing in this solicitation.

**K-12 Classroom Solutions**

**COMMITTED TO LEARNING ONE STUDENT AT A TIME**

With decades of experience in curating today's modern products, services and solutions for schools across the nation, ODP Business Solutions can provide solutions that help impact learning. OMNIA Partners and ODP Business Solutions can offer you one of the largest purchasing programs in the country. Together, we can help students succeed.





**ODP BUSINESS SOLUTIONS, LLC**

**ASSISTANT SECRETARY'S CERTIFICATE**

The undersigned, Alicia Trinley, hereby certifies that she is the Assistant Secretary of ODP Business Solutions, LLC, a limited liability company formed under the Delaware Limited Liability Company Act (the "LLC"), and that, as such, she is authorized to execute this Certificate on behalf of the LLC, and further certifies that:

1. The LLC is a limited liability company duly formed and in good standing under the laws of the State of Delaware; and
2. Valya Broyer serves as Vice President, Public Sector, and as such, she is authorized to execute and deliver bids, contracts, forms, and any amendments thereto, and in connection therewith, for the sale of office products and services on behalf of the LLC.

IN WITNESS WHEREOF, the undersigned has hereunder set her hand and official seal of the Company as of this 16th day of February, 2024.

ODP BUSINESS SOLUTIONS, LLC,  
a Delaware limited liability company

By: DocuSigned by:  
*Alicia Trinley*  
4248267EA456488  
\_\_\_\_\_  
Alicia Trinley  
Assistant Secretary





**RFP 24-01**  
**Furniture, Installation, and Related Services**

**Attachment D — Response to**  
**National Cooperative Contract**

June 13, 2024, 2:00pm central time

ATTACHMENT D - OMNIA PARTNERS EXHIBIT A

PPA ATTACHMENT D



**Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

*The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.*

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

**Exhibit A**  
**Response for National Cooperative Contract**

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**1.1 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.2 Requirement**

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Furniture, Installation, and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

### 1.3 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

**1.4 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**1.5 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so

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long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**1.6 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.1 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.2 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

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**2.3 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.4 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.1 SUPPLIER RESPONSE**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

As a continuation of the Performance Capability section, ODP Business Solutions includes our detailed response as follows to Attachment D, Exhibit A, Response for National Cooperative Contract (Region 4 ESC), which includes Appendix D Exhibits as required. Due to similar or identical questions, our responses may also mirror previous written responses in Performance Capabilities or other sections.





**3.2 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.

Founded in 1986 with the opening of its first retail store in Fort Lauderdale, Florida, the ODP Corporation has become a leading global provider of products, services and solutions for every workplace, whether that be the office, school, home, or transportation. From the late 1980s and throughout the 1990s, ODP Business Solutions developed its structure and customer base by acquiring various office supply companies and expanding its reach to global markets. Having established its prominent e-commerce presence continuing into the new millennium, ODP Business Solutions (then "Office Depot") sustained its growth by merging with OfficeMax Incorporated in late 2013 and remaining a leader in offering excellence in quality workplace products, services and solutions. In addition, ODP Business Solutions, headquartered in Boca Raton, Florida, is expanding its capabilities as a leading provider of business services and supplies, products and educational solutions.

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The ODP Corporation (NASDAQ:ODP) is a leading provider of products and services through an integrated business-to-business (B2B) distribution platform and omnichannel presence, which includes world-class supply chain and distribution operations, dedicated sales professionals, a B2B digital procurement solution, online presence, and a network of Office Depot and OfficeMax retail stores. Through its operating companies Office Depot, LLC; ODP Business Solutions, LLC; Veyer, LLC; and Varis, Inc., The ODP Corporation empowers every business, professional, and consumer to achieve more every day.

			
<p><b>Office DEPOT OfficeMax</b></p>	<p><b>odp</b> BUSINESS SOLUTIONS®</p>	<p><b>VEYER</b></p>	<p><b>VARIS</b></p>
<p>Leading omnichannel retailer dedicated to helping its small business, home office, and education clients live more productive and organized lives through innovative products and services.</p>	<p>Leading provider of B2B workplace and technology solutions, combining an extensive range of products and services with a national footprint and experienced business advisors.</p>	<p>A provider of best-in-class supply chain services, forward-thinking logistics solutions, and cost-effective operational efficiencies to meet the business challenges of today and tomorrow.</p>	<p>Innovative-driven B2B technology platform business that is transforming the complete procurement ecosystem for buying organizations and suppliers.</p>

ODP Business Solutions, LLC, an operating company of The ODP Corporation, is a leading B2B provider of workplace and technology solutions, combining an extensive range of products and services with a national footprint and hundreds of experienced business advisors. As a trusted partner, ODP Business Solutions supports over 140,000 corporate clients, along with the SLED and GSA divisions, in navigating the often-complex needs of today's hybrid business environment. From accessing comprehensive solutions and strategic alliances, to supply chain innovation and robust digital platforms, ODP Business Solutions helps customers achieve business results across every industry. For more information on ODP Business Solutions, visit [www.odpbusiness.com](http://www.odpbusiness.com) or follow on [LinkedIn](#), [X](#) and [Facebook](#).

Furniture Program

As part of its full complement of business service programs, ODP Business Solutions features a full-service furniture division specializing in the supply, service, and management of contract business interior solutions and programs. The Workspace Interiors team at ODP Business Solutions works in

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tandem with our Office Supply, Technology, and Design/Print/Ship divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. Workspace Interiors supports our clients' corporate, regional, local, home office, and individual needs wherever they may be. We provide services and products for all business types, including corporate office, Hospitality, Learning, Government, and most all others, offering specific product and service packages for businesses of all sizes.

Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services including: Space planning & Design, Project Management and Coordination, Moving, and all other services you would expect from a full service Contract Furniture and Services Dealer.

ODP Business Solutions had sales over \$7.8 Billion in 2023. We work with more than 200 strategic partners and specialized product vendors to provide best pricing and practices in order to supply standard and custom furniture solutions. With 25 National Distribution Centers, ODP Business Solutions can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special order service, offering an infinite number of product solutions. Our products and services are backed by the strength of a Fortune 200 Company.

Our K-12 service support philosophy is uncomplicated: We believe in high quality education through strong business frameworks. We build our team and select our partners around this philosophy. We feel its inherent simplicity will continue to move us toward the future. We commit to providing our district partners our creative and professional best and upholding our company's reputation for excellence.

Supported by a team of K-12 specialists, consultants, and innovators: We provide solutions that are responsive to learner needs and an experience that combines the creativity and insight of our district partners. ODP Business Solutions' team collaborates to provide instructional tools that best facilitate your Participating Agencies' intended learning goals.

**B. Total number and location of salespersons employed by Supplier.**

ODP Business Solutions has approximately 800 Sales Representatives and Sales Support Team members working with our BSD contract customers. This includes those who would be covered by the proposed contract.

Our public sector customers and this contract are supported directly by a special team of the most highly qualified and experienced representatives on our Sales Team located across the country.

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## C. Number and location of support centers (if applicable) and location of corporate office.

ODP Business Solutions has approximately 55 sales offices located around the U.S. as indicated in the following chart. In addition, we also have sales representatives operating out of their homes in more remote locations. We do not publish those addresses.

Our corporate headquarters is located at 6600 North Military Drive, Boca Raton, FL 33496.

State	City	Address	Zip Code
AL	Birmingham	124 Green Springs Highway	35209
AZ	Phoenix	602 South 63rd Avenue	85043
CA	Burbank	3500 W. Olive Ave., Ste 322,322a,322b&324	91505
CA	Menlo Park	1315 O'Brien Drive	94025
CA	San Francisco	303 Second Street, South Towner, Suite 450	94017
CA	San Diego	6170 Cornerstone Court East, Suite 180	92121
CA	Fremont	6700 Automall Parkway	94538
CA	Signal Hill	3366 East Willow Street	90755
CA	Sacramento	4720 Northgate Boulevard	95834
CA	Santa Rosa	1960 Santa Rosa Avenue	95407
CA	Irvine	2855 Michelle Drive	92606
CA	San Ramon	3000 Executive Parkway, Suite 175	94583
CO	Denver	4600 Havana Street	80239
CO	Denver	4690 Geneva St	80238
CT	Naugatuck	50 Rado Drive	06770
FL	<b>Boca Raton – Corporate Office</b>	<b>6600 North Military Trail</b>	<b>33496</b>
FL	Tampa	1907 US Highway 301 N. Suite 190	33619
FL	Weston	2925 West Corporate Lakes Boulevard	33331
FL	Tallahassee	4300-2 West Tennessee Street	32395
FL	Orlando	1801 Cypress Lake Drive	32837
FL	Miramar	10004 Premier Parkway	33025
GA	Norcross	190 Technology Parkway	30092
HI	Hilo	280 Makaala Street	96720
HI	Lihue	3145 Oihana St	96766
HI	Kahului	80 S. Hana Highway	96732
IL	Chicago	300 West Hubbard Street, Suite 202	60654
IL	Carol Stream	515 Kehoe Blvd	60188

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<b>IL</b>	Lombard	455 Eisenhower Lane South	60173
<b>IL</b>	Itasca	800 West Bryn Mawr	60143
<b>IN</b>	Clarksville	706 E Lewis and Clark	47129
<b>IN</b>	Indianapolis	3233 N. Post Road	46226
<b>KS</b>	Edwardsville	2401 Midpoint Drive	66111
<b>KY</b>	Louisville	2700 Stanley Gault Parkway	40245
<b>LA</b>	Metairie	6851 Veterans Memorial Blvd.	70003
<b>MA</b>	Billerica	16 Progress Rd.	01821
<b>MD</b>	Columbia	6304 Woodside Court, Suite 6304-A	21046
<b>ME</b>	Caribou	84 Access Highway	04736
<b>MI</b>	Northville	17335 Haggerty Road	48168
<b>MN</b>	Plymouth	1105 Xenium Lane	55441
<b>MN</b>	Maple Grove	7500 Meridian Circle North	55369
<b>MO</b>	Manchester	79 National Way Shopping Center	63011
<b>NC</b>	Charlotte	8658 J. W. Clay Boulevard	28262
<b>NE</b>	Omaha	2809 South 125th Avenue, Suites 390 & 395	68144
<b>NJ</b>	Clifton	4 Brighton Road	07012
<b>NM</b>	Albuquerque	1409 Renaissance Boulevard, NE	87107
<b>OH</b>	Hamilton	4700 Mulhauser Road	45069
<b>OH</b>	Cleveland	3200 Euclid Avenue	44115
<b>OR</b>	Portland	3621 NW Yeon Avenue	97210
<b>PA</b>	Moon Township	200 Cherrington Corporate Center	15108
<b>PA</b>	Bristol	3001 Frost Rd.	19007
<b>PA</b>	Cranberry	250 W Kensinger	16066
<b>TX</b>	Houston	6225 West by Northwest Boulevard	77040
<b>TX</b>	Frisco	3880 Parkwood Blvd, Suite 406	75034
<b>TX</b>	Austin	9501 Amberglen Boulevard- Ste 100 & 200 & 150	78729
<b>TX</b>	El Paso	1313 George Dieter Drive, Unit B	79936
<b>TX</b>	Brownsville	585 East Morrison Road	78526
<b>TX</b>	Houston	1990 Post Oak Blvd.	77056
<b>TX</b>	Houston	1246 Silber Road	77055
<b>UT</b>	South Salt Lake	300 West 2100 South	84115

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City			
VA	Bristol	380 Bonham Road	24201
VA	Chesapeake	520A Woodlake Circle	23320
VA	Richmond	7870 Villa Park Drive	23228
WA	Kent	6805 S. 217th Street	98032
WA	Seattle	1016 1st Ave South, Suite 300	98134
WI	Brookfield	16085 West Bluemound Road	53005

## D. Annual sales for the three previous fiscal years.

As stated, the ODP Corporation is a financially stable organization with limited debt and free cash flow generation.

2023 Annual Sales	\$7,831,000,000
2022 Annual Sales	\$8,491,000,000
2021 Annual Sales	\$8,465,000,000

ODP Business Solutions is one of the largest office products distributors in the world. The company has annual sales of approximately \$7.8 billion.

ODP Business Solutions is a financially strong organization with the balance sheet to prove it. The Company stock trades publicly on the NASDAQ (ODP). We maintain the highest standards in our financial reporting with a very strong financial team that is fully engaged and dedicated to the highest standards of financial responsibility. In addition, Deloitte & Touche has audited ODP Business Solutions' balance sheets, stating our financial integrity and position in the marketplace.

Omnia Partners can assess ODP Business Solutions' financial standing with the following details:

- ODP Business Solutions' Federal Tax Identification number: 86-2161688
- Dun & Bradstreet number: 11-865-7778

Additional financial ratings, ratios, and corporate information are available to the public. Copies of our SEC Filings and Annual Reports can be accessed through the following link:

<https://investor.theodpcorp.com/financial-information/sec-filings>

Additional press information can be found at: <https://news.theodpcorp.com/newsroom>

## a. Submit FEIN and Dunn &amp; Bradstreet report.

ODP Business Solutions FEIN: 86-2161688

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We have attached a recent Dun & Bradstreet report as *10\_FEIN\_DNBI\_The ODP Corporation-DUNSI17593451* in the the appropriate ionwave *Response Attachments* tab.

**E. Describe any green or environmental initiatives or policies.**

As described in the Performance Capabilities section, ODP continues to expand and lead the marketplace with our green or environmental initiatives and policies.

Our environmental innovation focuses on four distinct areas:

- Locating and obtaining such products for resell to our customers
- Presenting those products to our customers and their buyers in an attractive manner, including the packaging
- Giving our customers the ability to set goals and measure the results so they can evaluate the success of their program
- Using our experience to help customers successfully meet their environmental and diversity purchasing goals



ODP Business Solutions team works with our customers' purchasing locations to help them follow their company's direction concerning purchasing certain product categories through their procurement program.

We are committed to supporting the social and environmental values of our customers through waste diversion programs, greener packaging, transportation innovations and product solutions that extend throughout the life cycle.

- Help reduce your environmental footprint by tapping into our Greener Purchasing Program and GreenerOffice™ Delivery Service
- Let us bring human sustainability solutions to life for you by leveraging our own road map and sustainability strategy
- Help create opportunities for economic prosperity and meet your supplier diversity purchasing initiatives with our robust supplier diversity program

ODP Business Solutions team works with our customers' purchasing locations to help them follow their company's direction concerning purchasing certain product categories through their procurement program.

In 2023, we earned validation from SBTi of our science-based targets, to reduce greenhouse gas emissions. Earning validation is a significant milestone and a testament to the growth and progress of The ODP Corporation's sustainability journey. Monitoring our emissions against science-based targets

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helps us make informed decisions around reduction activities, in alignment to limiting global temperature rise to 1.5 degrees Celsius.

### Accelerating with Zero100

In 2022, CEO Gerry Smith was appointed to the Zero100 Advisory Board, a hand-picked coalition of the world's most influential CEOs, chief supply chain officers, and chief operations officers working to unlock the value of AI and digital technology for consumers, shareholders, and the planet.

ODP also joined Zero100 as a member. Zero100 is a research and insights company convening leaders to power growth, resilience, and sustainability through digital supply chain transformation.

Through access to data-driven content and insights, expert and personalized advice, unique events, and fresh perspectives from thought leaders across industries, ODP is accelerating our path to lower GHG emissions.

### Environmental Policy

Our policy aligns directly with our strategy and is designed to ensure implementation: We have a global environmental policy to buy greener, be greener, and sell greener. Central environmental teams initiate, integrate, and communicate environmental efforts, but core functions own the actions as described below:

To buy greener, ODP Business Solutions purchasing and merchandising teams work to:

- Source greener office products for resale
- Source greener papers
- Verify product environmental claims
- Buy greener office products for internal use

To be greener, ODP Business Solutions facilities and supply chain teams work to:

- Reduce our waste footprint
- Reduce our facilities carbon footprint
- Reduce our transportation carbon footprint
- Reduce our water footprint

To sell greener, ODP Business Solutions ecommerce, sales, and marketing teams work to:

- Increase sales of greener products and solutions
- Increase customer use of product take-back programs
- Increase customer use of greener purchasing reports
- **We also "tell green" by engaging stakeholders and reporting progress annually.**

ODP Business Solutions has developed a sophisticated program to monitor, measure, and report the results of our sustainability programs and efforts. At the close of each calendar year, we gather data and metrics to provide transparency around our practices as an organization. ODP Business Solutions'

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sustainability metrics are reported annually. Please see the link below for the latest copy of our Corporate Sustainability Report: [ODP Corporate Sustainability Report \(theodpcorp.com\)](https://www.theodpcorp.com).

## Example Environmental Results

- In 2022, sales of eco-conscious products were 38% of our total North American sales.
- Sourced 20,000 products with green attributes in the U.S.
- Recycled over 6.7 million ink and toner cartridges from customers.
- Our recycling rate reached 64% of our total waste.
- In 2019, sales of eco-conscious products were 28% of our total North American sales.
- Sourced 14,000 products with green attributes in the U.S.
- Sourced over 15,000 products with recycled/remanufactured content.
- Recycled over 9 million ink and toner cartridges from customers.
- Our recycling rate reached 45% of our total waste.

## LEED

Utilizing our LEED Accredited Professionals and manufacturer partners, we have an infrastructure in place to help you meet sustainability goals.

For our customers with LEED certification goals—or just those wishing to incorporate a little good into their projects—our highly trained team will work with you every step of the way to confirm all possible credits are achieved, proper documentation is obtained and strategic processes are maintained.

## ANEW

Our partnership with ANEW—a company dedicated to repurposing surplus furniture, fixtures, and equipment—is just one more demonstration of how Workspace Interiors is dedicated to sustainability. If your project includes a surplus, ask us how we can connect you to this amazing program.

At Workspace Interiors, we also understand that promoting environmentally preferable products involves more than the products themselves. In conjunction with our manufacturer partners, Workspace Interiors has implemented measures to, not only ensure that environmentally conscious customers have a substantial product offering to choose from, but that those products can be ordered and delivered in an environmentally responsible manner.

While there is always more to achieve, Agencies can rely on ODP Business Solutions to continue to review our service and our product offerings—as well as our internal practices—to make sure we are taking care of our customers, our communities, and our environment.

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## Customer Environmental Needs – Greener Office

Customers are at the center of ODP Business Solutions' business strategy, and they are also at the center of our environmental strategy. We go to great lengths to understand our customers' environmental needs through meetings, surveys, focus groups, and seminars. The insights gathered are then leveraged to create greener products and programs to serve our customers' needs. We call this Customer-Centric Environmentalism – and it is a central theme in our approach. We have gone to great lengths to develop a customer-centric approach that starts with the challenging task of defining 'green' office products, where there is no universal definition. We did this by first assessing over 30 major institutional purchasers environmentally preferable purchasing policies (e.g. State of California, Federal Government, USGBC etc.), and then developed an eco-rating for office products as light green, mid-green and dark green, based on their eco-attributes and eco-labels. Products with meaningful eco-attributes and eco-labels are promoted in multiple ways, including through our industry-first and still leading Green Book catalog; through our GreenerOffice website, and through onsite and online webinars, and onsite vendor shows.



Through the years we've learned that many of our customers share our environmental goals – they want to buy greener, be greener, and sell greener themselves. As such, we've designed our GreenerOffice Program with specific solutions that help our customers pursue these goals:

If greener purchasing is the customer's goal, i.e. a desire to buy greener, ODP Business Solutions offers the following solutions:

- The Green Book® online: an exclusive digital catalog filled with our greenest products showcased in every space of a customers every-day life.
- Greener Purchasing Program: a five step guide designed for customers who are interested in purchasing greener but are not sure where to start.
- GreenerOffice store: a website with all our greener choices in one place
- ODP Business Solutions GreenerOffice Rating: ODP Business Solutions' rating system for greener products
- Greener Options Tool: a report to help identify greener options to high volume products
- Green Select Cart: online functionality that nudges end users to greener choices
- Green Purchasing Policy Templates: sample policies to accelerate environmental policy creation

If greener operations is the customer's goal, i.e. a desire to be greener by reducing waste, energy or fuel, ODP Business Solutions offers the following solutions:

- GreenerOffice™ Delivery Service: office supplies delivery by paper bag instead of cardboard box
- Managed Print Services: solutions to help reduce waste associated with printing
- Recycling solutions: recycling services for ink & toner, tech, cell phones, lighting, batteries etc.

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- Reusable promotional products: customizable products that help avoid waste
- Energy saving devices: power strips and other solutions that reduce energy use in other products
- Water filtering solution: drinking water solutions that serve as alternatives to bottled water
- Minimum Order Value programs: incentive programs that help consolidate orders and reduce fuel

If greener behavior is the customer's goal, i.e. a desire to sell green internally, ODP Business Solutions offers the following solutions:

- Leadership in Greener Purchasing Awards: awards by ODP Business Solutions to recognize greenest buyers
- Paper calculator reports: free reports on the benefits of switching to recycled paper

If green reporting is the customer's goal i.e. a desire to understand greener purchasing results and have credible announcements that help 'tell green,' ODP Business Solutions offers the following solutions:

- Green Business Review: a report that comprehensively documents greener purchasing results
- Custom Green Spend Reports: other reports based on the customers' needs/definition of green
- Green Customer Case Studies: customer profiles in video or print to help customers tell their story

In line with our philosophy of customer-centric environmentalism, most of the above solutions were originally created for, or in partnership with, specific ODP Business Solutions contract customers. The list expands or evolves based on the changing environmental needs of our customers. Please see our attached file "Greener Purchasing" for more details.

**Green Product Assortment**

The idea of "green" is often talked about in a way that's very casual and conversational: More of an idea or an aspiration than something quantifiable. As a business, we need a much more stringent definition that can be translated into a set of best practices which can be put into place in the real world.

We went to the experts and consulted their guideline documents:

- U.S. Green Building Council's Leadership in Energy & Environmental Design (LEED) standards
- EPA Comprehensive Procurement guidelines
- State of California SABRC guidelines
- Office of the Federal Environmental Executive (OFEE) documents
- GreenSeal "Choose Green" Reports"

Starting from this very comprehensive understanding of environmentally-sound business, we distilled this definition of "green" products:

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**Light green:**  
products with at least one meaningful eco-attribute or eco-label



**mid-green:**  
products with a high level of one or more meaningful eco-attributes/eco-labels



**dark green:**  
products with the highest level of one or more meaningful eco-attributes/eco-labels

Approximately 38% of our revenue is derived from eco-conscious products (up from 33%).

ODP offers its customers an assortment of greener products to add to their programs. All greener products are classified according to their environmental attributes and are assigned a Light, Mid or Dark Green shade. We have a dedicated section on the website for information, resources, and solutions that will guide you toward making greener decisions. Products classified as greener possess, and are labeled with, at least one environmental attribute, such as recycled content, remanufactured, and energy-efficient, and ecolabels such as FSC (Forest Stewardship Council), GREENGUARD, Green Seal, and more.



The Eco-labels above are created by third party certification organizations.

**EPEAT**

This year, we collaborated with the Global Electronics Council (GEC) to provide customers with access to their EPEAT Benefits Calculator. EPEAT, a Type 1 ecolabel, sets high social and environmental criteria for technology throughout the product life cycle. Their Benefits Calculator helps organizations demonstrate the impact of their sustainable procurement decisions and communicate to internal and external stakeholders using familiar metrics like reduction in energy use, greenhouse gases, and water

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consumption, as well as cost savings. This partnership provides our customers with key data on their purchases and enables more comprehensive sustainability reporting.

## Detail of Selected Programs

- **Green Product Assortment:** Office Depot was the first in our industry to introduce a “greener” products catalog called “The Green Book™” in 2003, which has been published every year since. Additionally, we have a dedicated greener products storefront on our website to help make finding greener choices easier, featuring products with greener attributes and eco-labels in nearly all categories from supplies to furniture and cleaning products.
- **Green Reporting:** You can manage what you measure; hence the importance of greener spend reports and tracking for our customers. We help customers evaluate their greener spend at a glance with our Green Business Reviews (GBRs). This report shows your purchasing history according to the Office Depot GreenerOffice Rating system so customers can decide when and where to go greener.
- **TreeUp Program:** Office Depot has teamed up with the Arbor Day Foundation to offer TreeUp — a simple program designed to help your organization reduce its impact on the environment and meet sustainability goals. Here’s how it works:
  1. We use a custom paper calculator to estimate the amount of wood used and carbon emissions created by your paper purchase.
  2. You choose if you want to offset your environmental impact through planting trees.
  3. The Arbor Day Foundation will plant trees for \$1 per tree.
  4. You will also receive a certificate highlighting your impact on our planet through tree planting.



ODP Business Solutions is currently working with many of our vendors, such as TreeZero and Boise Paper, on lifecycle analysis (LCA) for their products. In order for us to offer our customers ways to improve their sustainability performance, we must have the most complete understanding of our products as possible.

We can help Region 4 ESC and its Partner Agencies address sustainability challenges. Also see our responses to xv. in the Performance Capability section for more information on our greener products and programs.

## Products that reduce waste and resources

- *Recycled:* Contain 10% or more post-consumer or 20% or more total recycled content
- *Leadership forestry:* Paper made with fiber from Forest Stewardship Council (FSC) certified forests or sourcing programs
- *Recycling solutions:* Bins and boxes that encourage recycling

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- *Remanufactured:* Made from parts from previously used products
- *Refillable and refills:* Products designed for continued use, helping avoid single-use disposables
- *Rechargeable and avoids disposables:* Batteries and chargers that avoid one-time use batteries
- *Designed for recyclability:* Products designed to make recycling simple and convenient, such as Binders and Furniture
- *Helps avoid waste:* Products that reduce or eliminate material waste and/or chemical use
- *Responsible agriculture:* sourced from farms that meet specific leadership standards.
- *Plant-based materials:* Products made using tree-free agricultural products or by-products
- *Compostable:* Products made from materials that can quickly break down in commercial composting facilities, where facilities exist
- *Reusable/Avoid Disposables:* Products designed to be used repeatedly, helping avoid single-use disposables

**Products that reduce energy**

- *Energy Efficient/Helps Conserve Energy* – designed to use less energy than alternative products/reduce energy used by other products
- *Renewably Powered:* Product is designed to work without relying on an electric connection or disposable batteries
- *Carbon-Balanced:* all or part of the carbon dioxide emissions associated with this product have been calculated and offset with credible carbon offsets
- *Made With Renewable Energy:* Product is manufactured using either solar, wind, geothermal or fuel cell energy

**Products that reduce toxic chemicals**

- *Less Harsh Chemicals:* Products made with fewer harsh chemicals, or safer chemicals than typical alternatives
- *Chlorine-Free:* Products that are unbleached or bleached with Process Chlorine Free (PCF) or Total Chlorine Free (TCF) methods
- *Plant-Based Materials:* Products made using tree-free agricultural products or by-products
- *Biodegradable in Water:* Products that safely break down in freshwater or marine environments after use
- *Helps Remove Impurities:* Products or solutions that filter air or water

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.



ODP Business Solutions, LLC, as an affiliate of The ODP Corporation, commits to the economic development of the communities in which we work and live, which is evident in our industry-leading, multidimensional approach to diverse and small business development. Our Supplier Diversity program is fully endorsed and supported by our executive management team and our Supplier Diversity team engages with national, regional, and local third-party diversity councils to maintain awareness of resources. We encourage program managers and business leaders to work closely with our procurement team to identify and integrate qualified small and diverse businesses into our supplier base so that they are provided with meaningful opportunities to compete for our business.

The ODP Corporation is proud to offer the most comprehensive Supplier Diversity model of its kind, in order to give diverse suppliers the best opportunities to grow and prosper. We actively seek out promising diverse suppliers, which include: Certified minority, women, disabled, veteran, LGBT, and small [SBA 8(a), SDB, and HUB Zone] enterprises to ensure equal opportunity in our supplier selection process. Simply log in to our online ordering website, [Supplier Diversity | The ODP Corporation](#)

The goals of The ODP Corporation's Supplier Diversity Program are:

- To form strong partnerships with diverse suppliers.
- To pursue nationally certified diverse suppliers that reflect today's diverse global marketplace.
- To ensure that diverse suppliers are well represented in our product assortment and have an equal opportunity in our supplier selection process.
- To affiliate with national organizations such as the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), the National LGBT Chamber of Commerce), NaVoba (National Veteran Owned Business Association, Disability IN, the Small Business Administration (SBA) as well as other organizations that share our goal of making a positive impact on economic development through supplier diversity.
- To effectively highlight the products of diverse suppliers in our national full line catalog.
- To empower diverse suppliers to become self-sustaining providers of goods and services to our customers and us.

Our program is made up of three dimensions: ODP Business Solutions Tier I (reseller program), Tier II (vendor diversity), and Procurement. The three dimensions of our Supplier Diversity model have set the following standards to help us to measure and maintain the success of this process:

- Enhance capabilities of diverse suppliers

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- Expand the capacity of diverse suppliers to compete more effectively
- Increase turnover of all diverse supplier products
- Leverage efforts with other corporations to create large-scale diverse supplier opportunities
- Increase market reach and density
- Increase purchases from diverse suppliers
- Reduce buying costs of doing business for all suppliers and vendors

## Tier One

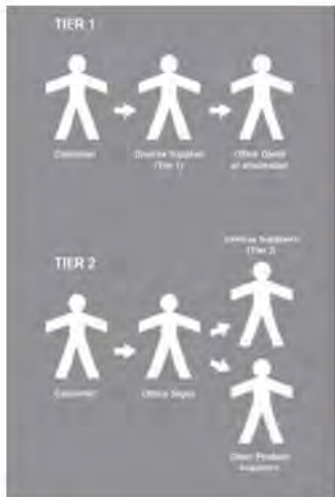
The goal of the ODP Business Solutions Tier I Reseller program is committed to providing the following to interested customers. ODP Business Solutions is committed to:

- Developing an alternative growth vehicle that increases market share by providing:
- Choice – The reseller network has many certifications available to customers to help them meet their diversity corporate goals.
- Collaboration – The ODP Business Solutions Sales team, diversity reseller, and the customer work together and develop a program which meets everyone's goals.
- Innovation – The diversity reseller uses a consultative approach to provide best practices, technology, and develops new solutions to support a customer's needs.
- Strengthening our position within minority, women, and small business segments
- Initiating job creation, economic, and business development in markets served
- Facilitating establishment of new minority- and women-owned businesses

A prominent feature that sets the ODP Business Solutions® Tier I Program apart from our competitors is the mentor-protégé support we provide to our customers. This benefit allows for training and development of our Tier I suppliers, which leads to their long-term growth and economic viability.

We combine world-class e-commerce, distribution, and product assortment capabilities to give Tier I suppliers a superior position in the marketplace and strong opportunity for profitable growth. ODP Business Solutions provides product, order fulfillment, and a shared services package (customer service, sales and marketing support, etc.) that benefit our Tier I suppliers with:

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



- Brand association
- Purchasing power
- Efficient supply chain
- Marketing and training expertise
- E-commerce platform
- Mentor-protégé support

Tier One customers benefit from:

- Broader product assortment
- Easier order entry options
- Enhanced distribution capabilities
- Enhanced customer service

Tier Two (Vendor)

The Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

Under the Tier II arrangement, customers purchase goods and services “indirectly” from the diversity supplier organization. Example: Region 4 Participating Agency buys from ODP Business Solutions, which buys directly from diverse and small businesses.

Our clients can receive Tier II credit by purchasing diverse -manufactured products through ODP Business Solutions. Additionally, we have partnership agreements with many diverse office supply companies that use our distribution capabilities to form a triangular relationship with customers who then receive Tier I credit for all of their office product purchases. We actively support our diverse vendors by providing them with access to our resources and experience to enhance their businesses. We include diverse and small business suppliers in our product and service assortment within our contract (B2B) and online business channels. ODP Business Solutions features over 1,800 products from diverse and small business suppliers.

The ODP Corporation is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

The Vendor Development team is committed to satisfying our customers' needs and exceeding expectations by offering the highest quality products at the lowest delivered cost, while fulfilling their diversity purchasing needs.

To support our commitment, the vendor development process is organized into five key strategies. They include:

- Seeking out diverse suppliers through referrals, vendor fairs and tradeshow
- Offering diverse suppliers an equal opportunity in the vendor selection process
- Forming partnerships with diverse businesses and Supplier Diversity Councils including the National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), the Small Business Administration (SBA), NaVoba (National Veteran Owned Business Association, Disability IN, and National LGBT Chamber of Commerce (NGLCC)
- Marketing diverse suppliers to provide them with national exposure through ODP Business Solutions's national & diversity catalogs, and various diversity magazines that focus on the business of diversity
- Empowering diverse suppliers by raising their capabilities and making them the best source from which to buy

## 2023 Awards

### **America's Top Corporations for WBEs**

Women's Business Enterprise National Council (WBENC)

### **Women of Color ARG 2023 Community Cares Award Recipient**

PACE Center for Girls

### **Best of the Decade 100 for Outstanding Supplier Diversity Programs**

WE USA (Women's Enterprise) Magazine

### **Doing Well While Doing Good® Humanitarian Award**

Florida State Minority Supplier Development Council

### **Anthony Scaglione Named Turnaround Achievement CFO Award Honoree**

South Florida Business Journal

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes  No

If yes, list certifying agency: N/A

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b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes  No

If yes, list certifying agency: N/A

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c. Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency: N/A

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d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No

If yes, list certifying agency: N/A

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e. Other recognized diversity certificate holder

Yes  No

If yes, list certifying agency: N/A

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## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

ODP Business Solutions does not hold any historically underutilized business certifications; however, we offer the availability of our partnerships with numerous regionally located historically underutilized businesses certified by recognized agencies as applicable to each in all categories. These partnerships are Tier 1 diversity relationships, and the participating public agency may choose which, if any, they wish to include in their relationship with ODP to meet their specific Diversity Goals.

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

ODP Business Solutions is committed to the economic development of the communities in which we work and live. This commitment is evident in our industry-leading multi-dimensional approach to small business development. Our Supplier Diversity Program assists diverse suppliers in building community, business, and customer relationships that inspire organizational growth and empowerment within every aspect of our business.

#### Identifying Potential Small Business Vendors

ODP is proud to offer the most comprehensive Supply Chain Diversity model of its kind, in order to give diverse suppliers, the best opportunities to grow and prosper. We actively seek out promising diverse suppliers which include Certified, Minority, Women, Disabled, Veteran, and Small [SBA 8(a), SDB, and HUB Zone] enterprises) to ensure equal opportunity in our supplier selection process. Please note that for Office Depot consider diverse businesses as 51% ownership and certified by an accepted third-party certifying body. The third-party certifications we accept include Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC), National LGBT Chamber of Commerce (NGLCC), National Veteran-Owned Business Association (NAVOBA), Small Business Administration (SBA), and state or national disabled and/or veteran certification.

The following databases are utilized for small business group sourcing requirements:

- Women's Business Enterprise National Council
- National Minority Supplier Development Council
- National LGBT Chambers of Commerce
- US Business Leadership Network
- National Veteran-Owned Business Association

ODP Business Solution' Supplier Chain Diversity Director and staff actively seek new companies to add to our Supplier Chain Diversity Program both through involvement in various organizations, as well as through attendance at national and regional conferences. Various Managers within Supply Chain Diversity serves on the Board of leading Supplier Diversity organizations.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

## I. Describe how supplier differentiates itself from its competitors.

Together, We Can Take Your Interiors And Your Workplace To A Whole New Level.

When your business needs more than a catalog offering or limited support from a local furniture dealer, look to Workspace Interiors. We're a full-service national furniture solution provider that specializes in large, multi-floor projects, which are highly reconfigurable and complex. We offer space planning, design, project management and installation with cutting-edge products that you won't find in stores or in a standard furniture catalog.

As a competitive national dealership in the office furniture industry, Workspace Interiors contracts with top furniture manufacturers—giving you individual attention through more than 175 local service representatives. Workspace Interiors has been operating as a contract furniture dealer for over 30 years.

By partnering with our knowledgeable team, you can leverage our experience with projects (large or small), reconfigurations, new spaces and our ability to address your custom needs offering you complete control over exactly what you need for your workplace.

Expect passion and personal attention to detail on every aspect of your project as we bring your vision to life. Our reach and experience enables us to stay on top of trends and preferences for every market we serve—most importantly, yours.

Count on us to be an invaluable partner for your workplace through a powerful formula of efficiency, cost savings and control.

Your Vision. Our Experience. That's Partnership Perfected.

Workspace Interiors is committed to helping you achieve the workplace you need, to maximize efficiency in your day-to-day business. Our wide-reaching network and experienced specialists will help you make the most out of your investment, and offer complete access to a range of products, solutions and support—no matter where you are located.

Most importantly, our goal is to make sure that you are completely satisfied. Following a thorough post-installation review to go over every single item on the project checklist, we will set follow-up dates to assess workplace performance.

At Workspace Interiors, no detail is ever too small, because no vision is ever too big.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

Flexibility in furniture can drive flexibility in your team

With over 38 locations across the United States, Workspace Interiors is a national full-service furniture dealer. We contract with top furniture manufacturers and give you individual attention through our nationwide sales and service network. Any Workspace Interiors office can tap into the extensive wealth of resources and knowledge spread out across our national network. So no matter where you do business, you can count on Workspace Interiors to deliver the same high level of service— in Atlanta, Chicago, Dallas, Los Angeles, New York, Philadelphia, anywhere around the country. You simply won't find a more complete solution anywhere else.

#### Leveraging National Resources

The shared services of Workspace Interiors allow you to leverage our national resources—as well as local—to the fullest extent. This assists us in giving you the personal attention your business needs on a local level, backed by comprehensive national support.

Our one-stop-shop approach guarantees that you'll have only one main point of contact for your Workspace Interiors project. This individual will be able connect you with Workspace Interiors furniture professionals, designers, workspace planners and project managers nationwide in a collective effort to provide you with a comprehensive solution and service possible.

Allow Workspace Interiors to help simplify your project by using us as a resource to outfit your entire space. Utilizing our network of 200-plus furniture manufacturers throughout the United States and Canada gives you a tremendous amount of diverse product to choose from, limiting your need to source through multiple dealers. Workspace Interiors can offer a streamlined, unparalleled purchasing experience, leaving you with fewer worries and headaches and more confidence that the project will be delivered exactly how you envisioned it.

Utilize one of our four Workspace Interiors national showrooms to aid in the design of your project. You can find inspiration for your project in our installation offices, workstations, conference rooms, and common areas—all furnished with a variety of top manufacturers. Also browse our fabric and finish options in our extensive archive or consult with one of our on-staff designers. When projects are located too far away to access one of our showrooms, Workspace Interiors will reach out to one of our 200-plus manufacturers to leverage their showrooms, giving you that firsthand look that is so critical to your design.

The benefits of working with a national-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps your organization receive consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding your project, but also proactively share information across the network— allowing us to find effective solutions for your project based on similar previous experience and skills. We can quickly loop in team

#### FORMULA FOR SUCCESS

- + **EFFICIENCY** > Through consolidation, better procurement processes and distribution practices, customers will gain efficiency.
  - + **COST SAVINGS** > Customers can choose tailored and unified workplace options that result in smart procurement decisions and overall cost savings.
  - + **CONTROL** > Workspace Interiors provides customers with one source for consistency in cost-effective workplace solutions for ultimate cost control.
- = **ONE CLEAR, UNIFIED BRAND HELPING OUR CUSTOMERS WORK BETTER**

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

members from multiple disciplines across the country to assist. That means your local contacts can reach out to our national network—through a process we call WI Inquiry—to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline.

An integrated network that constantly shares information also leads to better project management. We can run your project from start to finish with seamless integration. Such efficient coordination routinely leads to less expensive operation through reductions in overhead costs. Shared training and process throughout our network, coupled with a rich array of project experience, allow us to be both nimble and strategic in response to your needs.

Even though Workspace Interiors works on a national scale, we have regional offices in over 38 major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of your local market and just about any other market your business operates in. Just another way our national resources can work for you.

<https://www.workspaceinteriorsod.com/blog/move-at-the-speed-of-work-with-flexible-furniture/>

### EDUCATION INSTITUTIONAL BACKGROUND

ODP Business Solutions' unique furniture and tech educational school supplies offerings bring incredible value to Participating Agencies in areas which may be highly important to those Agencies, providing them opportunities not available from other suppliers. Some of the key advantages of our program include the following:

- A significant assortment of items to choose from, including green alternatives
- Next business day deliveries, direct to the school
- Complete transparency on items being ordered
- Auto-shipments available
- Order controls within our system

Our Account Management Team will work with Region 4 ESC to review usage quarterly and ensure the right items are on the core list at all times.

Certificates for trees planted or carbon offsets purchased in the Agency's name, which they can post or publish under the TreeUp program based on purchasing thresholds of paper by the Agency. ODP will purchase the trees or carbon offsets and provide the Agency the Certificates. The Arbor Day Foundation TreeUp program is described in our sustainability program under 3.1.E.

A new group at ODP specializes in customer satisfaction. The emphasis is on Participating Agencies and their satisfaction is monitored by new tools and techniques that are highly sensitive to customer inputs and takes quick action in response to anything less than complete satisfaction.

ODP Business Solutions conducts regular surveys of each end-user to confirm that we are meeting their expectations and to identify any short-falls or areas that require attention. Being proactive in this area guarantees end-user support and ultimate program compliance.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

ODP Business Solutions measures customer satisfaction in all channels. We invite customers to participate through the following methods:

- Link on the homepage of [odpbusiness.com](http://odpbusiness.com)
- Digital Invitation to complete the survey after every transaction on [odpbusiness.com](http://odpbusiness.com)
- Email invitations sent to customers that have shopped any channel in the prior week
- Email invitations sent to customers after each delivery to measure satisfaction with the delivery experience

These results are reported in real-time via our customer satisfaction dashboard where all stakeholders can see overall satisfaction, satisfaction with specific aspects of their experience and all of the customer comments that are classified by topic and tone. Daily reports of customer comments are sent to District managers (for retail comments) and customer care (for direct comments) so that all issues can be resolved as soon as they are submitted by the customer. In order to ensure that customer satisfaction is our focus, this has been incorporated into the goals and performance objectives for retail and ecommerce associates.

#### Net Promoter Score

ODP Business Solutions is a customer-centric, omnichannel provider earning the trust and loyalty of our customers. Since December of 2018, we have used the Net Promoter Score, captured through retail, fulfillment, and digital experience surveys. This is one new way we will work to better understand our customers' experience in all channels, while also gaining insight as a benchmark of our performance against our competitors.

Each ODP Business Solutions Distribution Center tracks and monitors the on-time performance, accuracy, and completeness (OTAC) of every one of their shipped orders. Reporting is generated and additional actions are taken to ensure compliance and customer satisfaction. If an order issue occurs, a system-based service request is created, tracked, monitored and reported on. Additionally, *Net Promoter Score* (NPS) surveys are conducted with customers to monitor performance and customer satisfaction levels. Distribution Center, support personnel and service providers are measured and held accountable against this NPS score.

Some of the customer care and delivery related performance metrics we track include:

- Total number of orders
- Total number of order lines
- Total dollar amount purchased
- Percent of order delivered next-day
- Fill rate
- Back-order lines
- Total number of returns
- Types of returns
- Reason codes for returns

**70** YEAR-TO-DATE  
NET PROMOTER  
SCORE  
achieved for the first  
time as a total company

The ODP Corporation  
remains committed to  
building on its successes.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- Abandoned call rate
- Hold Time
- Average Speed of answer rate
- Talk Time
- Calls Offered

For more areas of differentiation, please see the *Value Add* section attached.

**J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

The ODP Corporation / ODP Business Solutions is a large, publicly traded company with many 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 ODP Business Solutions' ability to support our customers or affect our ability to meet the stated requirements in this RFP.

ODP Business Solutions is one of the largest office products distributors in the world. On June 30, 2020, Office Depot, Inc., the predecessor of The ODP Corporation, implemented a holding company reorganization (the "Reorganization"), which resulted in The ODP Corporation becoming the parent company of, and the successor issuer to, Office Depot, Inc. The company has combined annual sales of approximately \$7.8 billion.

Region 4 ESC and its participating Agencies have been customers of the Business Solutions Division of Office Depot, LLC, for years. In June 2022, The ODP Corporation went through an internal reorganization which has resulted in the company being organized across four (4) separate business units. One such unit is ODP Business Solutions, LLC, whose focus will be exclusively on our customers in the B2B business sector. So, although the entity that is responding to this Bid/RFP is ODP Business Solutions, LLC, a portion of the responses provided, and the information that is provided herein, is based on the Office Depot-related entity that oversaw our B2B business in the past (Office Depot, LLC). We believe that providing the requested information in this fashion provides the greatest insight into our business and provides the clearest picture on who we are. To be clear, there are no other changes but for the change in entity resulting from the internal reorganization.

Furthermore, ODP Business Solutions has never declared bankruptcy and does not believe there have been any material changes in operating performance or financial position that would impact the services offered.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

## K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

ODP Business Solutions, LLC is a subsidiary of the ODP Corporation, a publicly held corporation and this reporting requirement is not applicable.

## L. Describe any debarment or suspension actions taken against supplier

ODP Business Solutions is not subject to debarment or suspension actions to the best of our knowledge.


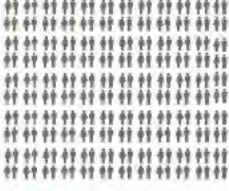
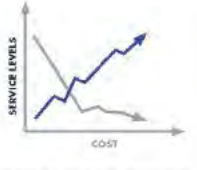
ODP Business Solutions is party to thousands of contracts. The majority of these contracts contain provisions allowing the agency to terminate the contract at any time, for convenience. There are myriad of reasons why an agency would elect to terminate a contract with ODP Business Solutions prior to the scheduled expiration date. There have been no contract terminations that would adversely affect ODP's ability to perform under this contract if selected as a vendor.

### 3.3 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

With 37 years of experience partnering with local government and school districts, ODP Business Solutions continues to evolve our portfolio. We continue as Region 4 ESC and Omnia Partners' trusted supply partner, but we recognize that modern furniture and interiors are beyond tradition. Therefore, we invest in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Region 4 ESC and a future of empowering modern districts and learners across the country.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

<p><b>WE ARE LOCAL TO YOU</b></p> <p><b>US REGIONAL LOCATIONS:</b> Atlanta, Georgia Chicago, Illinois Columbus, Ohio Dallas, Texas Irvine, California Seattle, Washington Washington, DC</p> <p>&gt; PLUS Over 30 Other Locations</p> 		<p><b>odp</b> BUSINESS SOLUTIONS® WORKSPACE INTERIORS</p> <p>FROM CONCEPT TO COMPLETION</p> <p><b>VERTICAL MARKETS</b></p> <p>Education   GSA Legal   Healthcare</p> <p><b>MORE THAN 175</b> Dedicated Furniture Professionals Nationwide</p> 		<p><b>OUR SERVICES</b></p> <p><b>Creative Services</b> Space Planning Specifications 3D Views &amp; Renderings Finish Selections Installation Drawings</p> <p><b>Project Management</b> Establishing Project Parameters Managing a Successful Project Ongoing Support</p> <p><b>Labor Services</b> Delivery Warehousing Installation &amp; Reconfiguration Relubrication Move Management Repair</p> <p><b>Financial Services</b> Leasing Renting Financing Used Furniture Brokerage</p> <p><b>Other Services</b> Custom Solutions Request for Service Integrated Solutions ANEW</p>
 <p>National distribution lowers costs and increases service levels.</p> <p>National resources help to deliver accurate and on-time project completion.</p> <p><b>Preferred Installer Network</b></p>	<p><b>FORMULA FOR SUCCESS</b></p> <p><b>EFFICIENCY</b> + <b>COST SAVINGS</b> + <b>CONTROL</b> =</p> <p>Through consolidation, better procurement processes and distribution practices, customers will gain <b>efficiency</b>.</p> <p>Customers can choose tailored and unified workplace options that result in smart procurement decisions and overall <b>cost savings</b>.</p> <p>ODP Business Solutions provides customers with one source for consistency in cost-effective workplace solutions for ultimate <b>cost control</b>.</p> <p><b>= One Clear, Unified Brand Helping Our Customers Work Better</b></p>		<p><b>ETHICS INSIDE CERTIFICATION</b></p> <p>Voted One of 2015's Most Ethical Companies</p> <p><b>over \$350 million</b> in Sales</p> <p><b>Experienced in Interiors and Furniture</b></p> <p>Harness the Buying Power of a Multi-Billion Dollar Company</p> <p>Go Beyond the Core With Our Experienced professionals in Ergonomics, Accessories, Finishes, Walls, and Other Integrated Solutions</p> <p>Strong Record of Customer Service</p> <p><b>NATIONAL-SOURCE Dealer</b> <b>ONE</b> Point of Contact</p>	

**Helping Our Customers Do Their Best Work through: Integrity | Accountability | Innovation | Teamwork | Respect**

> ODP BUSINESS SOLUTIONS® WORKSPACE INTERIORS | PRODUCT BROCHURE | REGION 4 ESC

True to our mission of helping our customers work better, ODP Business Solutions has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Committed to Learning™ initiatives! In this, ODP is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

As described in detail in the *Products and Pricing section, item a, i*, ODP Business Solutions offers a full line of furniture, installation, and related services and solutions. We also provide other products and services; which Region 4 ESC Participating Agencies can take advantage of. At the risk of repeating this content, we have added some of the details here.

ODP Business Solutions is proud to serve our nation's educational institutions with specialized solutions, services, people, and products that address each school's educational and operational needs for over 25 years with more than 10,000 unique education customers.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

## FURNITURE

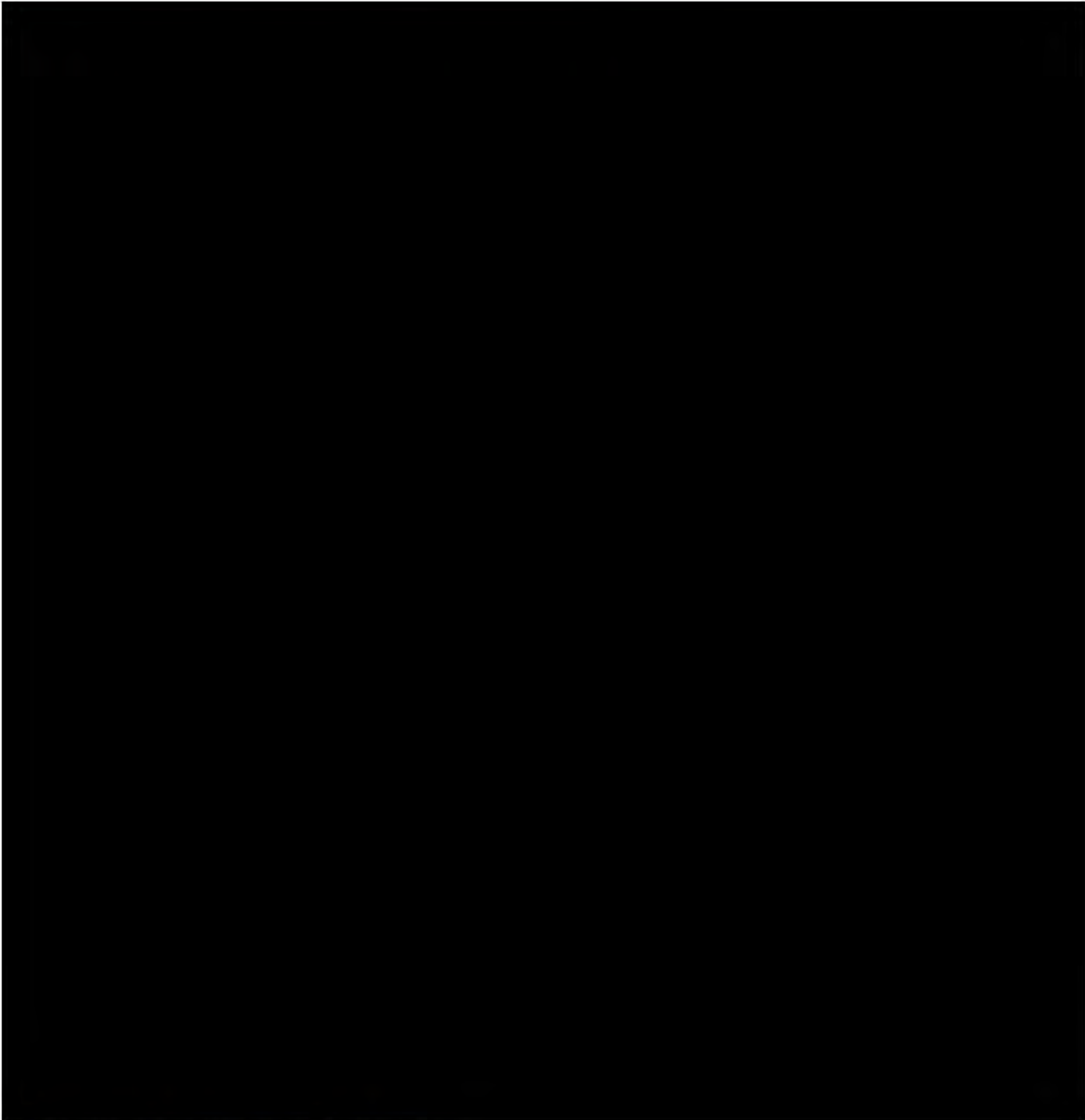
Is your workplace furnished for productivity? From ergonomic seating, sit-stand desks, shelving, and storage to accessories like mobile partitions, lighting, and décor, ODP Business Solutions can help you furnish your space in comfort and style — with commercial-grade quality that won't break your budget.

As part of its full complement of business service programs, ODP Business Solutions features a full-service furniture division specializing in the supply, service, and management of contract business interior solutions and programs. The Workspace Interiors team at ODP Business Solutions works in tandem with our Office Supply, Technology, and Design/Print/Ship divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. Workspace Interiors supports our clients' corporate, regional, local, home office, and individual needs wherever they may be. We provide services and products for all business types, including corporate office, Hospitality, Learning, Government, and most all others, offering specific product and service packages for businesses of all sizes.

Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services including: Space planning & Design, Project Management and Coordination, Moving, and all other services you would expect from a full service Contract Furniture and Services Dealer.

ODP Business Solutions works with more than 200 strategic partners and specialized product vendors to provide best pricing and practices in order to supply standard and custom furniture solutions. With 25 National Distribution Centers, ODP Business Solutions, LLC can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special order service, offering an infinite number of product solutions. Our products and services are backed by the strength of a Fortune 200 Company.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



**FURNITURE INSTALLATION CAPABILITIES**

Delivery

Workspace Interiors delivers coast to coast. Our professional delivery personnel, experienced at handling casegoods and office furniture, carefully deliver your new furniture into your facility. With a variety of delivery options, from unopened cartons transported to your dock to complete furniture installation services, we're ready to accommodate your request.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

### Warehousing

Don't worry if your project is delayed by construction or if for any reason your furniture must await installation. We have available facilities to safely house your investment.

### Installation / Reconfiguration

Our expert staff will handle every detail of your furniture installation. We also will configure or reconfigure your furniture in accordance to your layout and design.

### Move Management

Our organizational abilities can be utilized to manage all aspects of your move, including coordinating subcontractors, movers, and public utilities.

### Repair

Specialists are available to make any necessary repairs to your existing furniture and restore any treasured pieces to your ultimate satisfaction.

### Space planning and more

Whether you're expanding or downsizing spaces, including for hybrid working, ODP Business Solutions can help create productive work environments that keep your employees engaged wherever they work. We offer rental furniture, ergonomic evaluations, furniture decommissioning, space planning evaluations, and more. From conception to execution, our fully integrated service can handle the entire process or support you in any way you need. We offer the experience, customized solutions, tailored approach, and overall capabilities to deliver what your organization requires, everywhere you want it.

## EXTENSIVE PRODUCT ASSORTMENT

ODP Business Solutions' extensive product assortment includes many of the tools necessary to help you engage students and improve the efficiency of administrators and teachers. Some of our most popular education supplies include:

- Traditional office supplies, paper, ink & toner
- Classroom-specific product
- Teacher Aids
- Arts & Crafts supplies
- Printing of School Instructional Reference Books & Workbooks
- Technology peripherals & hardware

Additionally, ODP Business Solutions offers quality furniture pieces that help add to the comfort and appearance of school offices and classrooms, and technology products that help simplify difficult tasks and improve organization. Furthermore, fundraising and school-branded merchandise is available for building school spirit and generating revenue for school projects.

Access to 150,000+ products – Summary Listing of Products and Services (a sampling):

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

## Collaborative Classroom Design &amp; Build

- Design, furnishings, and support materials
- Integration of Technology

## MakerSpace Design &amp; Build

- Design, furnishings, and support materials
- 3D printers and technology

## Customized Professional Development

## Supplemental Materials

## Healthy Classroom Environments

## Traditional classroom Supplies at Lowest Cost

- Arts and crafts supplies
- Teacher resources
- Classroom decorations
- Puzzles, games, and flash cards
- Boards and school equipment
- Classroom supplies
- Customized instructional materials

ODP Business Solutions also offers comfortable, quality furniture and products that help simplify difficult tasks, improve organization, and contribute directly to an improved learning environment. Additionally, we carry a wide range of fundraising and school-branded merchandise to help build school spirit and generate revenue.

ODP has provided details on our offering for these school supply categories. In addition, we offer our customers several categories of products and services.

Give your business an edge with products and services from ODP Business Solutions.

ODP Business Solutions has the products and services to support your business in adapting to today's changing marketplace. You'll find everything from office, cleaning, and breakroom supplies to technology, furniture, and tech and print services. Trust ODP Business Solutions to help you stay competitive through constant change.

## Office supplies

ODP Business Solutions can help customize and curate the right mix of supplies to help boost productivity whether employees are in the office or working remotely. We offer next business-day delivery, eco-conscious options, name brands, products from a range of diverse suppliers, plus our curated collection of brands that deliver value for your business.

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A****Technology equipment**

We live and work in a hybrid world now. ODP Business Solutions is uniquely positioned as an experienced partner and problem solver that can provide you with tech products and security solutions to support your team and changing workplace, so employees can stay connected no matter where they are.

**Cleaning and breakroom supplies**

As one of North America's largest distributors of cleaning and breakroom supplies, ODP Business Solutions has a reliable network that provides next business-day delivery. You can depend on our eco-conscious solutions, coffee and water service, equipment rental, and more.

Start with a free site assessment, which enables us to be there in person to discuss your challenges and objectives and develop a tailored program that works for your business.

**Performance protective equipment (PPE) and safety supplies**

Tap into PPE such as disposable masks and gloves, hand sanitizer stations, social distancing signage, commercial air purifiers, and UV lighting to help reduce the spread of germs. We also offer a wide variety of safety equipment such as first-aid and COVID-19 test kits; hand, ear, and eye protection; foot covers; spill control; and more.

**Mailing and shipping solutions**

You can send some things via email, but not everything. Whether you're looking for a wide variety of envelopes, mailing labels, asset tags, or corrugated boxes, ODP Business Solutions can help you stay well stocked, so you can pack and ship quickly and conveniently.

**Ink and toner**

Make a lasting impression with quality ink and toner that can help your printed materials shine. Looking for a greener way to print? ODP Business Solutions offers remanufactured ink and toner as well as our ink and toner recycling program to help you address your sustainability objectives.

**Tech services**

Tap into our comprehensive managed IT services to help keep your business running smoothly and help remote employees stay connected and productive. We can support all your tech needs with full life cycle management and end-to-end services — backed by nearly 37 of experience. We'll conduct a free technology assessment, develop a customized program based on your objectives, and lend support with capabilities in functions like networking, storage, digital protection, and life cycle management.

**Coffee and water**

Looking for a way to perk up productivity and provide some of the comforts of home in your workspace? Equipping your breakroom with innovative brewers and single-serve coffee options can help your staff stay energized and help reduce the spread of germs by eliminating shared coffee pots, etc. We have a wide assortment of coffee accessories, such as hot lids, creamers and stirrers. In addition,

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

we offer water services, including bottled water, a five-gallon delivery service that delivers great-tasting water right to your workplace, and water filtration systems, which we can install and maintain for you.

## Print services

Boost brand management and build awareness through our single-source platform. From compliance signs to promotional posters, signs, and banners to apparel for your team, our online web platform gives you access to easy customization of hundreds of products.

## Managed print services

In today's challenging economy, businesses often look for ways to increase productivity and decrease expenses. For many of these businesses, the printing environment represents an untapped resource for significant savings. Our Managed Print Services offers a complete, comprehensive print solution that delivers complete visibility and control over print activity at all levels of an organization.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

ODP Business Solutions proposes to provide products and services offered to all 50 U.S. states and the territories of Puerto Rico and U.S. Virgin Islands.

Our single, nationwide, IT platform handles all U.S. customer-facing information and covers all ordering channels. This ensures all Region 4 ESC Participating Agency locations are provided the same products, contract pricing, and the order history information.

Our Business-to-Business Delivery Network allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

ODP Business Solutions provides delivery within the next business day to over 95% of the U.S. We fill and deliver more than 100,000 deliveries a day with an on-time delivery rate of 93%. This accuracy is possible because of its fully integrated warehousing/distribution and delivery network.

Our Workspace Interiors team works on a national scale, we have locations in over thirty-eight major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of your local market and just about any other market your business operates. We have over 175 team members who are cross trained in project management, design, order support and customer service across the country. Our unique structure outlines how our clients receive consistent service, standardized process and procedures model.

Workspace Interiors has a proven process to manage projects of any size and complexity. The benefits of working with a national-source dealer can also be realized from a logistical standpoint. Our coast-to-coast distribution and installation network helps make sure that your organization receives consistent service anywhere in the country. Not only are we able to adapt to changing situations regarding your project, but also proactively share information across the network—allowing us to find

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

effective solutions for your project based on similar previous experience and skills. We can quickly loop in team members from multiple disciplines across the country to assist. That means your local contacts can reach out to our national network to solve any problem that may arise, providing you with specific answers regarding design, logistics, or any other relevant discipline.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

ODP Business Solutions employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Region 4 ESC Participating Agencies at every step in the process: Order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Our Workspace Interiors program is a national full-service furniture dealership designed and structured with their own resources rather than alliances, in place to handle large, complex clients with multiple locations nationwide. The shared service model of Workspace Interiors allows our clients to easily leverage both local and national resources as you need them. This provides the personal attention to client needs on a local level, backed by comprehensive national support.

With over 38 locations and 175 dedicated team members, we will provide a consistent service and standardized process and procedures model nationwide. Workspace Interiors partners with contractors through a national preferred partnership, monitored at our corporate office. The contractors range from electricians, furniture installers and moving companies, to various service partners our clients have requested as a project progresses. We have the contractor undergo a complete analysis of their organization, staffing models, financial data and performance prior to becoming a partner of Workspace Interiors. We look for the "Best in Class" in our partners and require each to complete reports used to provide a performance matrix, which is monitored annually by our corporate office. We require the same dedication and thorough review of our vendors as we do of our contractors.

Workspace Interiors has a proven process to manage projects of any size and complexity. Having completed numerous installations of similar size and scope, we are confident in the ability to exceed our customer's expectations. With the option of an "order preview," the Workspace Interiors team will preview all the materials and resources needed on the project. This will, in turn, hold raw materials, staffing and production time for your project meet deadlines. As it relates to receipt, delivery, and installation of the product, our preferred installation partner works closely with us to provide your project with the needed resources to complete the installation on time and with minimal disruptions to your business.

The Workspace Interiors team brings a streamlined program, offering a comprehensive selection of office furniture, giving our customers the power of a coordinated furniture program through one resource across the country. We continually provide solutions that matter. And you can count on Workspace Interiors to provide business driven strategies to connect and reduce your spending on an annual basis. We provide consistent and concise reporting and add value by defining opportunities for additional savings through our cost savings, efficiency and control approach.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

Having one single operational platform/blueprint throughout the country, affords Region 4 and Omnia Partners the following benefits:

- *Consistent Operations/Service:* Because every location in the ODP Business Solutions system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every ODP Business Solutions facility uses the same WMS program and AOPS order entry system, Region 4 ESC pricing remains consistent nationwide. Region 4 ESC will share a single Custom Price List and pricing structure for all domestic locations.
- *Consistent Reporting/Integrity:* Because every ODP Business Solutions facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent Products:* Each of ODP Business Solutions' 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent across the U.S.

Access your discounted contract pricing online.

- You can continue to get your contract pricing by placing orders on [odpbusiness.com](http://odpbusiness.com) – Orders can be delivered to your home or business address, or you can place orders online for pickup at your favorite Office Depot and OfficeMax retail store locations
- Ordering online gives you more visibility, accountability, and control over what your organization orders — all at your contracted price

### Contract Auditing

ODP Business Solutions agrees to provide Region 4 ESC and Omnia Partners the necessary information to verify contract compliance throughout the life of the agreement. We have made a significant investment in creating an organization dedicated to ensuring accurate customer set-up, timely maintenance of customer pricing, and protecting the integrity of our agreements with our customers. To carry out those important responsibilities, we developed an online document management system to calendarize the significant milestones of our legal agreements. This provides us with visibility to time sensitive commitments. In addition to our system enhancements, our Contract Compliance Organization monitors all customer agreements and is responsible for establishing a consistent schedule of inspection, ensuring that Region 4 ESC end users receive the service and pricing ODP Business Solutions has committed to provide. We are the only major supplier that has developed this solution for our customers.

We provide 12-month online order history with complete pricing information so you can review it at any time. This history can be downloaded to an Excel file and used for reporting and audit purposes. We also provide a live, online Bill Management tool as an efficient method to manage your billing.

With our online reporting offerings, customers can audit or pull a report that tells them who performed certain tasks within the system, i.e., add new users, create user ids, etc.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

**D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

ODP Business Solutions will process orders. Shipping and handling will be in conjunction with ODP business unit Veyer and/or UPS or carrier. For purposes of this RFP, the term “subcontractor” does not include those parties involved in ODP Business Solutions’ day-to-day business operations, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Our professional delivery personnel—experienced at handling casegoods and office furniture—carefully delivers new furniture into your facility. With a variety of delivery options—from unopened cartons transported to the dock, to complete installation—we’re ready to accommodate your request.

ODP uses a combination of its own Private Fleet delivery vehicles, contracted regional third-party carriers or UPS to ensure complete nationwide delivery coverage. The UPS tracking number will appear on the ODP Business Solutions order tracking screen to enable shipment tracking.

ODP Business Solutions uses our own vehicles and third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary third-party carriers are:

- Ryder Final Mile
- TForce Final Mile
- Capital Express
- Lasership

All carriers are required to:

- Wear uniforms
- Provide wireless 2-way communication
- Package scanning (to truck and to customer)
- Real-time “proof-of-delivery” (signature and time stamp)
- Maintain a 93% on-time delivery percentage
- Provide desktop deliveries as required

ODP Business Solutions also uses UPS enabling national coverage. The UPS tracking number will appear on the ODP Business Solutions order tracking screen to enable shipment tracking. While each ODP delivery center maintains inventory based on local customer requirements, nationwide ODP Business Solutions ships about 95% of all items ordered from its own inventory and about 5% are shipped from our wholesaler partners, Essendant and S.P. Richards. Special orders may be shipped by the manufacturer.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

Utilize one of our four Workspace Interiors national showrooms to aid in the design of your project. You can find inspiration for your project in our installation offices, workstations, conference rooms, and common areas—all furnished with a variety of top manufacturers. Also browse our fabric and finish options in our extensive archive or consult with one of our on-staff designers. When projects are located too far away to access one of our showrooms, Workspace Interiors will reach out to one of our 200-plus manufacturers to leverage their showrooms, giving you that firsthand look that is so critical to your design.

## Locations

Over thirty-eight nationwide locations with more than 175 local service representatives ready to help turn your workspace ideas into reality.

### Individual Attention, Nationwide

We’re a national furniture distributor offering full-range solutions throughout the United States.

- 38 locations nationally
- More than 175 dedicated furniture professionals across the country
- One company from order creation to project completion
- Service and delivery anywhere in the country
- Nationwide resources ensure error-free and on-time project completion
- Nationwide distribution lowers cost and increases service levels



Call 1 (877) 543-0944 for the Workspace Interiors location nearest you.

### Everywhere You Need Us To Be

Atlanta, GA	Clifton, NJ	Irvine, CA	Miami, FL	Portland, OR	Spokane, WA
Austin, TX	Columbus, OH	Jacksonville, FL	Minneapolis, MN	Richmond, VA	St. Paul, MN
Boston, MA	Dallas, TX	Kansas City, KS	New York, NY	Salt Lake City, UT	Tampa, FL
Carolina, PR	Denver, CO	Las Vegas, NV	Norfolk, VA	San Diego, CA	Washington, D.C.
Charlotte, NC	Detroit, MI	Los Angeles, CA	Philadelphia, PA	San Francisco, CA	
Chicago, IL	Honolulu, HI	Louisville, KY	Phoenix, AZ	San Ramon, CA	
Cleveland, OH	Houston, TX	Memphis, TN	Pittsburgh, PA	Seattle, WA	

### Warehousing. Space For Product When The Facility Is Not Ready.

Should your project be delayed due to construction or, if for any reason, your furniture must await installation, we have facilities available to safely house your investment.

Our Workspace Interiors team works on a national scale, we have locations in over thirty-eight major metropolitan areas throughout the United States—putting the people in place with an in-depth understanding of your local market and just about any other market your business operates.

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

## Distribution Centers

ODP Business Solutions owns and operates a nationwide network of 25 distribution centers (warehouses) for customer delivery. Our distribution centers have a state-of-the-art Warehousing System. We offer two business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are located in the following cities across the United States.

ODP Business Solutions has 25 distribution centers, numerous cross docks, and our headquarters comprising more than 10,000,000 square feet in the USA. Our distribution centers, ranging in size from 20,000 to over 600,000 square feet, all use a state-of-the-art Warehousing System.

Also see 3.2 C. for locations.

The following is list of ODP Business Solutions distribution centers, organized by state:

## Alaska:

- Anchorage DS #557, 201 E 6TH Avenue, Anchorage, AK 99501
- Fairbanks DS #6466, 24 College Road, Fairbanks, AK 99701
- Juneau DS #6858, 8745 Glacier Highway #103, Juneau, AK 99801

## Arizona:

- Phoenix DC #5101, 602 South 63rd Avenue, Phoenix, AZ 85043

## California:

- Fremont DC #1135, 6700 Automall Parkway, Fremont, CA 94538
- Los Angeles (Signal Hill) DC #5125, 3366 East Willow Street, Signal Hill, CA 90755

## Colorado:

- Denver DC #1080, 4600 Havana Street, Denver, CO 80239

## Florida:

- Orlando DC #6876, 1801 Cypress Lake Drive, Orlando, FL 32837
- Ft. Lauderdale (Weston) DC #1165, 2925 West Corporate Lake Boulevard, Weston, FL 33331
- ODP Corp HQ, 6600 North Military Trail, Boca Raton, FL 33496

## Georgia:

- Atlanta (Buford) DC #1214, 2500 Mill Center Parkway, Buford, GA 30518

## Hawaii:

- Waipahu DC #96797, 94-1489 Moaniani Street, Waipahu, HI 96797
- Hilo DC #6888, 280 Maka'ala Street, Hilo, HI 96720
- Lihue DC #6889, 3145 Oiahana Street, Lihue, HI 96766

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- Kahului DC #6890, 80 South Hana Highway, Kahului, HI 96732

## Illinois:

- Chicago (Itasca) DC #6869, 800 W. Bryn Mawr Avenue, Itasca, IL 60143

## Kansas:

- Kansas City (Edwardsville) DC #6874, 2401 Midpoint Drive, Edwardsville, KS 66111

## Minnesota:

- Minneapolis (Plymouth) DC #1090, 1105 Xenium Lane #100, Plymouth, MN 55441

## Ohio:

- Columbus DC #6877, 1331 Boltonfield Street, Columbus, OH 43228
- Cincinnati DC #1170, 4700 Mulhauser Road, Hamilton, OH 45011

## Pennsylvania:

- Newville DC #5910, 950 Centerville Road, Newville, PA 17241

## Puerto Rico:

- Carolina DC #6891, 887 Km 3.0 Barrio San Anton, Carolina, PR 00984

## Texas:

- Dallas (Grand Prairie) DC #1079, 2220 North Highway 360, Grand Prairie, TX 75050
- Houston DC #1127, 6225 West by Northwest Boulevard, Houston, TX 77040

## Washington:

- Seattle (Kent) DC #1078, 6805 South 217th Street, Kent, WA 98032

The ODP Corporation operates 900 Office Depot and OfficeMax Retail Stores in the USA. Participating Agency end users can place their orders online at [www.odpbusiness.com](http://www.odpbusiness.com) and pick up their orders at any of our stores. Retail stores average 20,000 square feet in size. Participating Agencies can find the closest retail location by using our online store locator: <https://www.officedepot.com/storelocator/findStore> or by calling 1.888.GO.DEPOT.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

### 3.4 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Upon award of the contract, ODP Business Solutions has a detailed 90-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

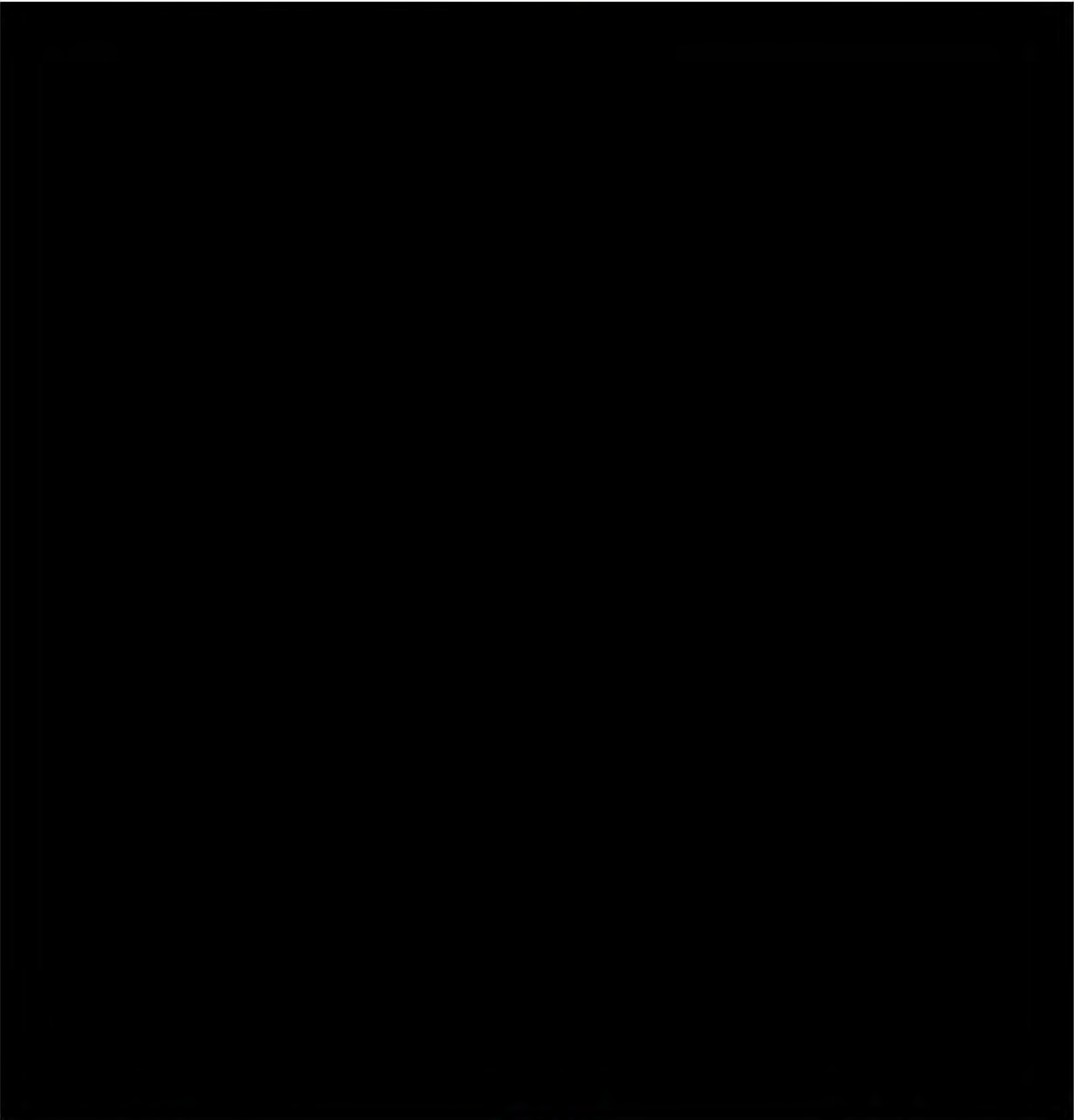
ODP Business Solutions has implemented tools for sales reps to access collateral and sales related materials. The system, called HighSpot, will allow sales reps to easily locate and send, via email, contract-related collateral as well as offers and sales materials.

Sales reps will be made aware of the contract award through corporate announcements, conference calls, email announcements, and regional sales meetings.

ODP Business Solutions' comprehensive implementation program includes the tools necessary to transition all participating agency locations as well as provide awareness and promote the benefits of ODP Business Solutions products and services to all participating locations. End user adoption is critical to the overall success of the program, and we will work closely with all locations (participating and non-participating) to ensure all users are made aware of the benefits of our program.

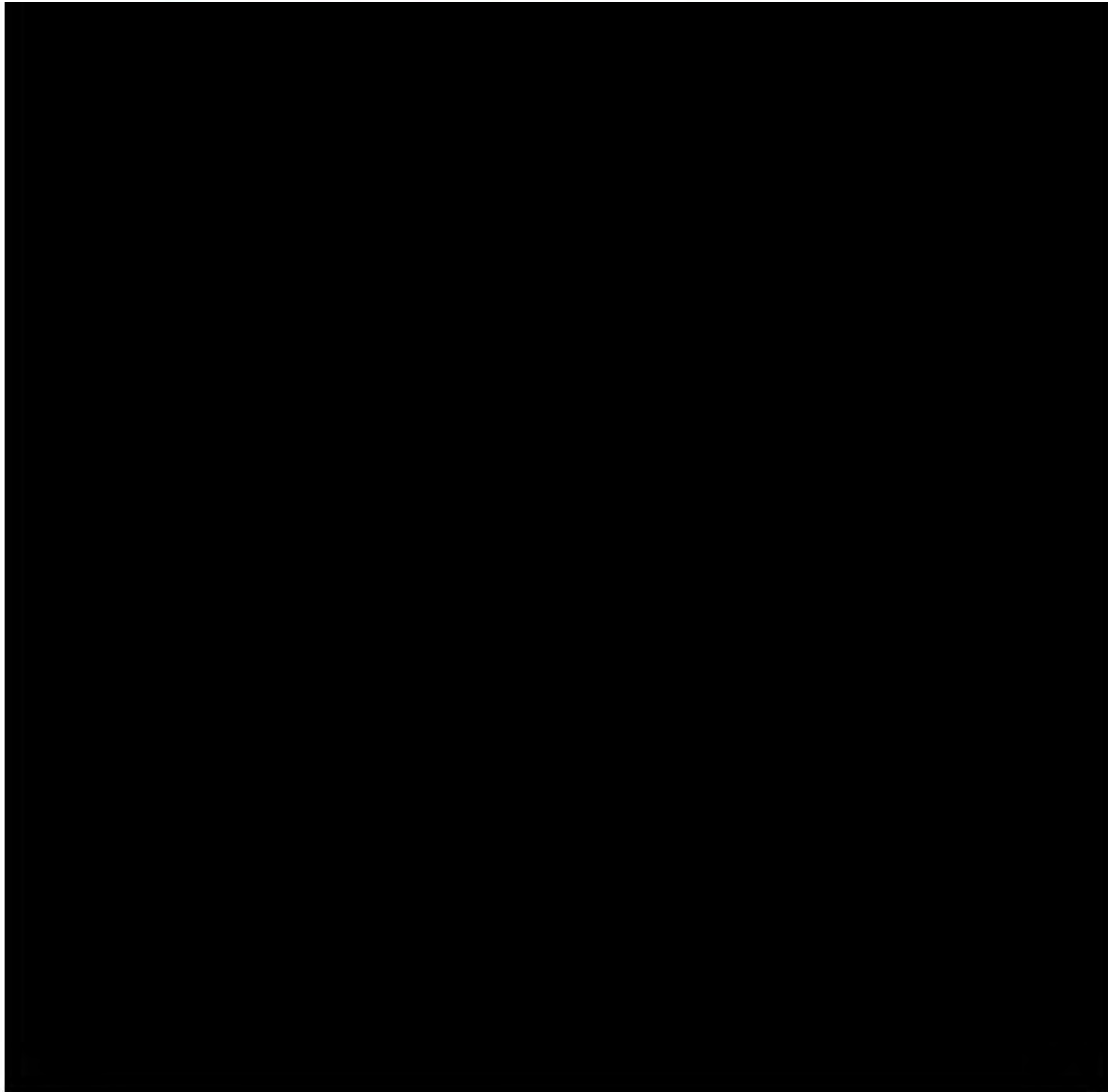
ODP Business Solutions employees are very sensitive to the change management issues our customers encounter when they make the decision to change vendors. During implementation we discuss areas of resistance that develop due to change and provide suggestions on how best to work through these. Communication documents are utilized to convey the benefits of the new program as well as how to do business with ODP Business Solutions. The goal is to make the transition to your new preferred supplier as seamless and transparent as possible.

The Implementation Project Manager will include cross-functional team members from supporting ODP Business Solutions departments. These team members are essential to the decisions made by Omnia / Region 4 ESC participating agencies and they communicate information to ODP Business Solutions team members regarding Omnia Region 4's requirements. The Account Manager and the Implementation Manager host meetings to share with ODP Business Solutions's Sales Organization, Customer Service, and other ODP Business Solutions departments the program specifics to ensure the customer's expectations are met. Additionally, written instructions are provided to all teams. Follow-up meetings are also held to solicit feedback and make changes if necessary.



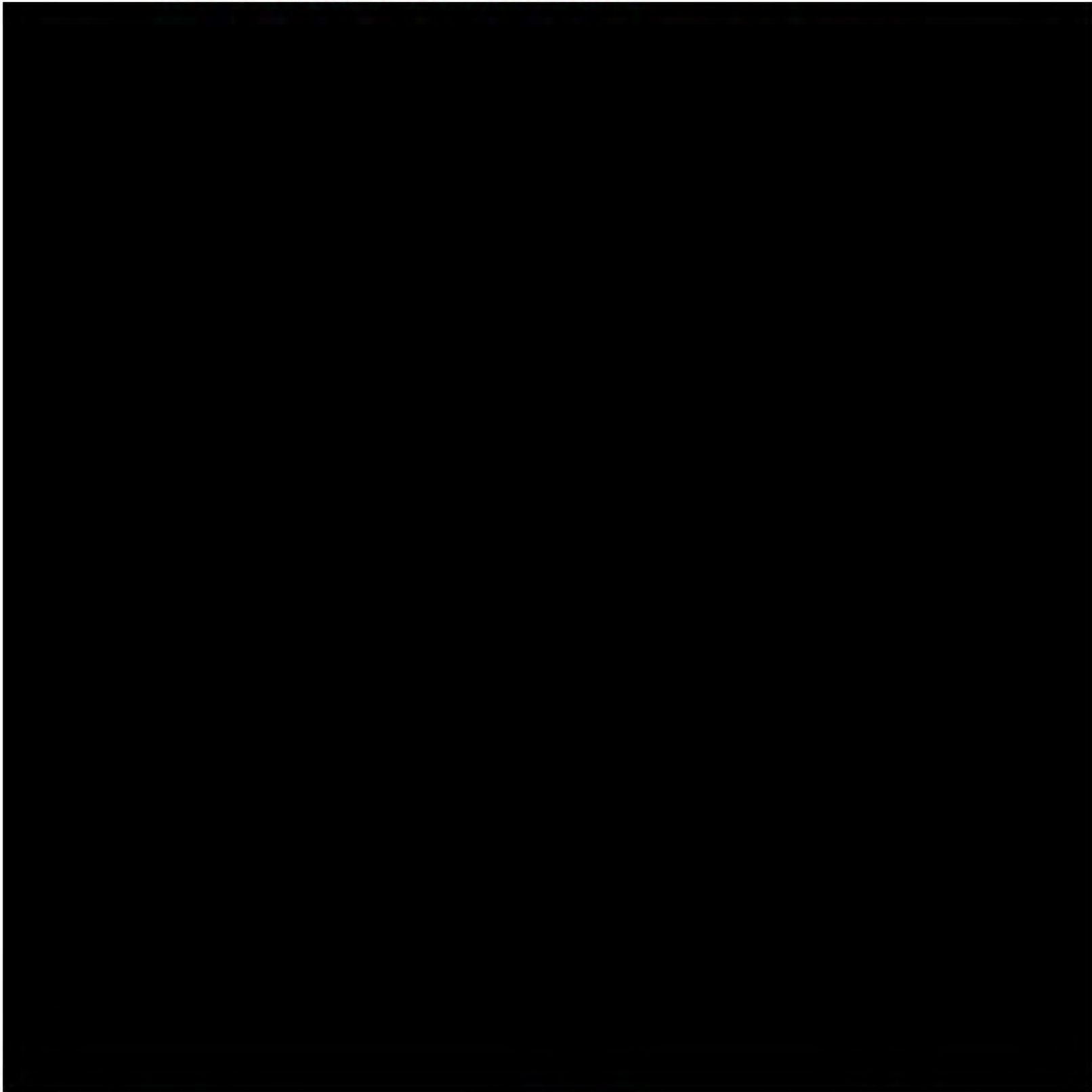
ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS –  
EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT



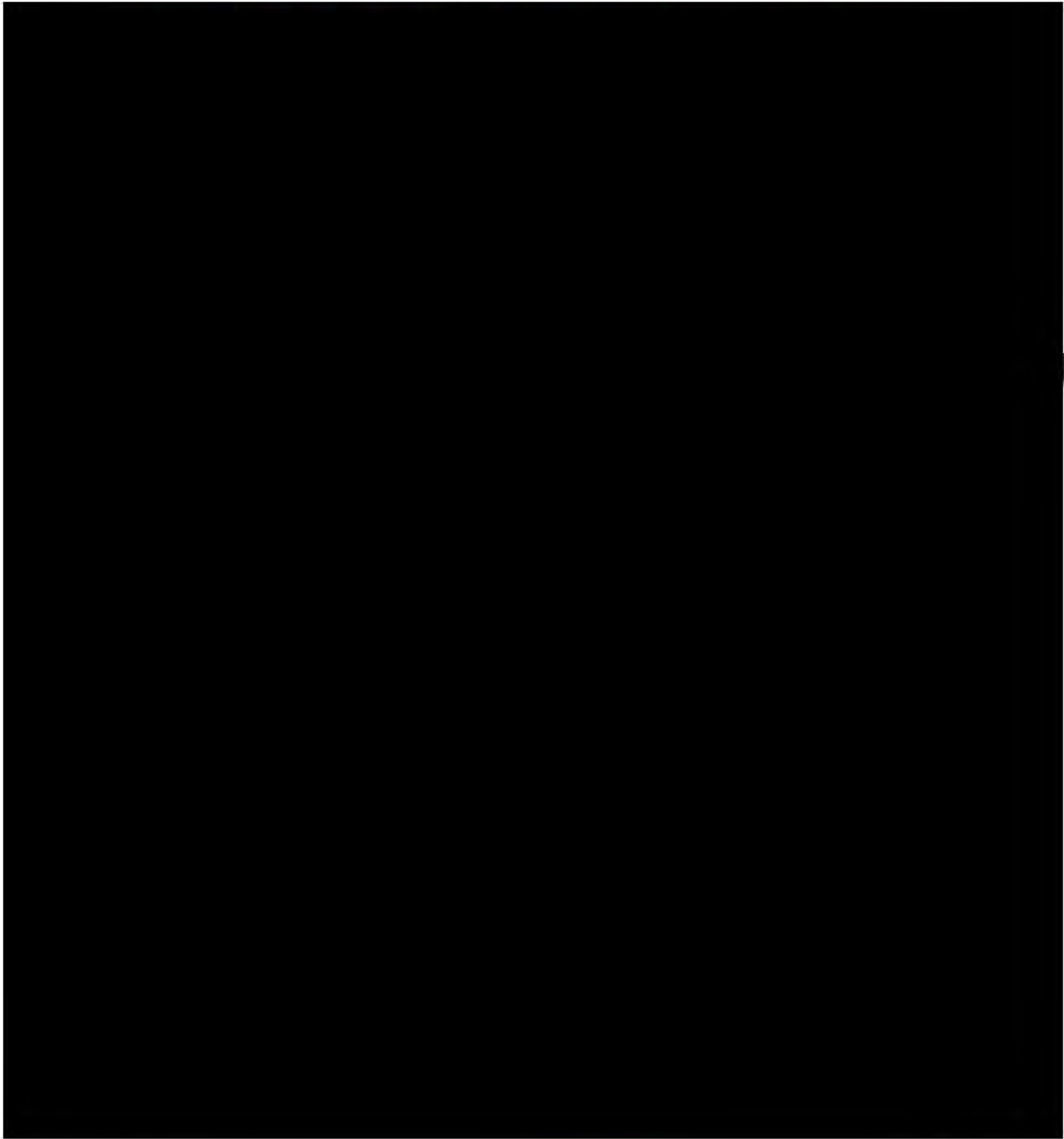
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EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT



**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

support the Region 4 ESC Teacher, Principal, and Superintendent recognition events through direct Platinum sponsorship and supplying give-way items for the teachers and principals who attend the events.

- v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.**

ODP Business Solutions has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by ODP representatives, including support from Marketing and local area sales representatives.

As in the past, ODP Business Solutions will assist with promotion and marketing efforts for the Forum, including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by OMNIA Partners. In the past we provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

ODP historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

ODP Business Solutions also attends Business Council events at the NIGP Forum, including panel discussions and planning meetings.

ODP has also historically participated in the following conferences to drive public sector awareness of solutions available including the use of cooperative agreements;, CASBO, AASA, Ed Spaces & ITSE. Each year participation is determined based on a variety of factors.

- vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various marketing efforts in conjunction with OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

- vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**

ODP Business Solutions is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to OMNIA Partners for approval before distribution. Our new collateral management

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system, HighSpot, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.



Our portfolio, including case studies, can be viewed at: [Furniture Case Studies | Workspace Interiors Portfolio \(workspaceinteriorsod.com\)](https://workspaceinteriorsod.com) and includes Omnia Partners success stories such as

- [Educational Furniture Case Study: Warner Middle School \(workspaceinteriorsod.com\)](https://workspaceinteriorsod.com)
- [Little Rock School District \(workspaceinteriorsod.com\)](https://workspaceinteriorsod.com)

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

ODP Business Solutions currently maintains a dedicated Cooperative Purchasing web-based home page on our [www.odpbusiness.com](http://www.odpbusiness.com) website. We will continually improve to maximize the Region 4 ESC contracts with OMNIA Partners.

[https://www.odpbusiness.com//prelogin/industry-solutions/government?promo\\_name=marketing&promo\\_id=industry\\_solutions&promo\\_create=government](https://www.odpbusiness.com//prelogin/industry-solutions/government?promo_name=marketing&promo_id=industry_solutions&promo_create=government)

ODP Business provides content to OMNIA Partners to keep our product and solution offering current on their website:

<https://www.omniapartners.com/suppliers/odp-business-solutions/public-sector/contract-documents>

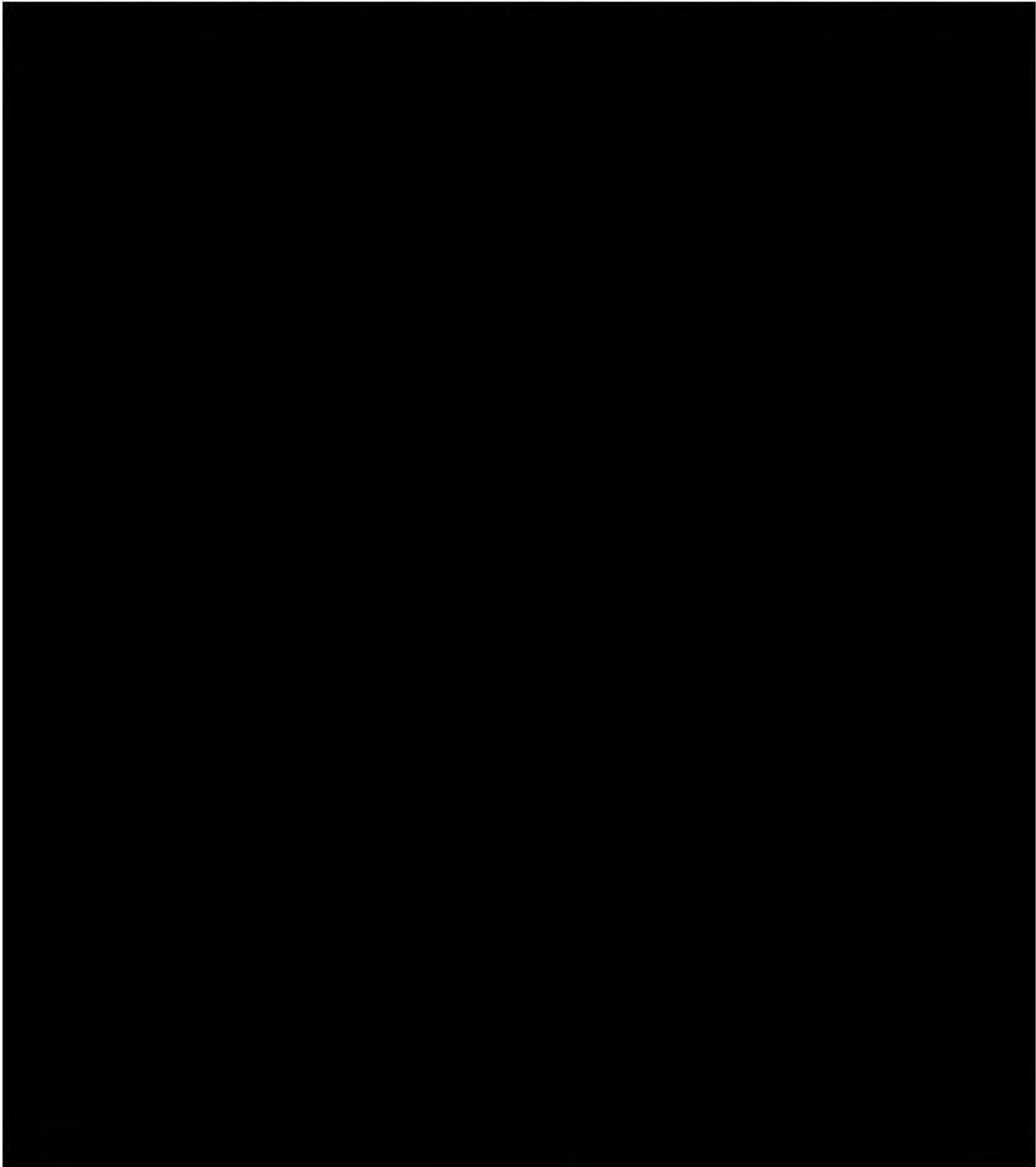
ODP commits to keep content fresh and relevant.

During contract implementation ODP Business Solutions will use a 90-day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with OMNIA Partners.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

**CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.**

- D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.



ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

CONTAINS CONFIDENTIAL AND PROPRIETARY FINANCIAL INFORMATION AND TRADE SECRETS – EXEMPT FROM DISCLOSURE UNDER THE PUBLIC RECORDS ACT.



**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

- E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

ODP Business Solutions agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the OMNIA Partners logo will only be done with your permission.

- F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive

ODP Business Solutions acknowledges and agrees to F. within the terms of our final agreement.

- G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

ODP Business Solutions understands. Immediate mobilization of ODP's cross-functional departments responsible for the successful launch and support of the new program will include:

#### Sales Training

ODP's dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the OMNIA Region 4 ESC Contract. This dedicated team of people will work closely with our local sales representatives as well as our inside sales representatives, ensuring all teams are properly trained to service customers participating in the OMNIA Region 4 ESC contracts. Training will include webinars highlighting the details of the program and positioning of the OMNIA Region 4 ESC furniture & installation offering.

Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract, including any renewals and extensions. All appropriate

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

As described earlier in response 3.4 C., ODP Business Solutions has developed a training rollout plan for Omnia Partners Region 4 ESC Participating Agencies.

**ODP TRAINING ROLLOUT PLAN**

All Public Sector Sellers (Field/ISO Generalists and Furniture SMEs)

*Within one week of the award, mandatory virtual "all-hands" training endorsed and sponsored by executive leadership.*

*Within 30 days of contract award, training to rollout certification training via Highspot on-demand course. All Public Sector associates to complete the certification training within 30 days of rollout.*

Region 4 Certification Training

Post training call to action activities:

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Executive Support

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David Centrella

President, ODP Business Solutions; EVP, The ODP Corporation

- 25+ Years w/ ODP
- University of Florida's Fisher School of Accounting, B.A.
- (561) 438.4800 | [David.centrella@odpbusiness.com](mailto:David.centrella@odpbusiness.com)

David was named President of ODP Business Solutions in May 2022. In this role, he is responsible for core B2B sales and operations across all customer segments and vertical markets, including through Grand & Toy and ODP's Federation Entities. He has held various roles, the most recent as Sr. VP of FP&A.



Thomas Riccio

Sr. Vice President, Sales

- Years w/ ODP, 20+ years in office products industry
- Iona College, B.A.
- (561) 438-4800 | [thomas.riccio@odpbusiness.com](mailto:thomas.riccio@odpbusiness.com)

Tom is responsible for ODP's growth strategy in North America for the mid-market and strategic customer segment which includes acquisition and retention. He received his B.A. in Economics in 1995.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

i. Marketing  
Marketing

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Nisha Brown

VP, Marketing & Product

- 1+ Years w/ ODP, 15+ years in B2B and B2C
- B.A., MBA – Emory University
- (678) 551-5390 | [nisha.brown@odpbusiness.com](mailto:nisha.brown@odpbusiness.com)

Nisha Brown is a B2B marketing executive with 15+ years of experience working for the nation’s top product manufacturers. She’s been with ODP Business Solutions for over a year where she leads a fully integrated marketing, product management and ecommerce organization. Her team plays a key role in executing on customer experience through products, promotions, and digital experiences.



Allison Wolfe

Sr. Director, Marketing Strategy

- 10+ Years in B2B – 8 months w/ ODP
- BS – Ohio University
- (216) 213-3803 | [allison.wolfe@odpbusiness.com](mailto:allison.wolfe@odpbusiness.com)

Allison Wolfe leads the ODP Business Solutions Marketing team. In this role, she is responsible for leading creative, brand & content, category marketing, PR and sales effectiveness. Allison joined the company in 2023 and has held previous roles with leading B2B companies. She received her Bachelor of Science degree in Marketing & Merchandising from Ohio University.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



Josie Sandoval

Senior Marketing Manager

- 7+ Years w/ ODP
- BS – University of Florida
- (561) 438-6084 | [josie.sandoval@odpbusiness.com](mailto:josie.sandoval@odpbusiness.com)

Josie Sandoval manages Public Sector marketing for ODP Business Solutions. In this role, she is responsible for developing the marketing strategy and executing campaigns to grow and support public sector. Josie joined the company in 2017 and has held previous roles in Private Brand. She received her Bachelor of Science degree in Advertising from the University of Florida.

## ii. Sales

## Program Sales Team



Valya Broyer

Vice President, Public Sector

- 30+ Years w/ ODP
- (303) 704-8107 | [valya.broyer@odpbusiness.com](mailto:valya.broyer@odpbusiness.com)

Responsible for the public sector organization and development of public sector customers. Cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.



Jennifer Jimenez

National Program Manager, Public Sector

- 15+ Years w/ Office Depot
- BS – San Jose State University
- (408) 603-9011 | [jennifer.jimenez@odpbusiness.com](mailto:jennifer.jimenez@odpbusiness.com)

Responsible for the cultivation & management of contracts partnered with OMNIA Partners with a focus on the Region 4 ESC & Oregon State University contracts. Foster dialogue with the

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

agency, cooperative partner and local sales teams for optimal outcomes.



Larry Reinker  
Program Manager

- 31+ Years w/ ODP in a variety of sales and leadership roles
- (815) 479-9226 | [larry.reinker@odpbusiness.com](mailto:larry.reinker@odpbusiness.com)

Larry Reinker will be the lead Program Manager for all the Region 4 contracts. Larry will use his extensive experience to proactively manage the Region 4 contracts, providing value to Region 4 and participating agencies.



Ronald Hubbell  
National Program Manager, Public Sector

- 23+ Years w/ ODP Business Solutions
- (405) 476-0289 | [ronald.hubbell@odpbusiness.com](mailto:ronald.hubbell@odpbusiness.com)

Ronald Hubbell is responsible for the refinement & management of contracts partnered with OMNIA Partners. He has 39 years of experience in sales management and operations. Ron is enthusiastic to work with the agency, cooperative partner and local sales teams.



Dave Gabriel  
Senior Director of Furniture Operations

- 19 Years with ODP Business Solutions
- (630) 652-8125 | [david.gabriel@odpbusiness.com](mailto:david.gabriel@odpbusiness.com)

Responsible for our Furniture Sales and Support Organization. Support activities include Sales, Design, Fulfillment and Installation throughout the US.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



Megan Loope

National Program Manager, Furniture

- 3 Years with ODP & 18 years in contract furniture
- (203) 321-5832 | [megan.loope@odpbusiness.com](mailto:megan.loope@odpbusiness.com)

As a Program Manager, Megan is dedicated to OMNIA Partners Public Sector. She supports our sales teams nationwide, consulting on furniture design solutions, pricing strategy & cooperative compliance.



Molly Martis

National Program Manager, Furniture Healthcare

- 29 years this year with ODP
- Creighton University (Omaha, NE), Psychology
- (630) 401-6640 | [molly.martis@odpbusiness.com](mailto:molly.martis@odpbusiness.com)

Molly's responsibilities include the development and management of our ODP Workspace Interiors Healthcare furniture contracts and programs that leverage key ODP Healthcare GPO contracts and relationships.



Sherry Schrank

Furniture Program Manager, Catalog Solutions (or Quick Ship)

- 11 of years with ODP Business Solutions
- (630) 438-7510 | [sherry.schrank@odpbusiness.com](mailto:sherry.schrank@odpbusiness.com)

Meet Sherry, our passionate Program Manager who is fully committed to delivering Quick Ship Furniture Solutions. With a nationwide focus, she works closely with our sales teams to streamline the process of ordering furniture, ensuring smooth transactions and exceptional customer experiences. Whether it's providing guidance on our e-commerce platform, establishing a Quick Ship furniture standards program or assisting with large orders of in-stock furniture, Sherry is your trusted consultant.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



Erica McFadyen

Director of Furniture and Interiors, Northwest Region

- 15 Years with ODP Business Solutions
- (206) 304-7238 | [erica.mcfadyen@odpbusiness.com](mailto:erica.mcfadyen@odpbusiness.com)

As Region Director of Sales with ODP Business Solutions, Workspace Interiors Erica is responsible for the strategic direction and oversight of the regions business development and account management activities.



Jerry Davison

Director of Furniture and Interiors, West-Southwest Region

- 13 Years with ODP Business Solutions
- B.S. California State University (business administration)
- (949) 678-1556 | [jerry.davison@odpbusiness.com](mailto:jerry.davison@odpbusiness.com)

As Furniture director, Jerry's strategic vision embraces channel conflict and market disruption to provide Workspace Interiors' clients the best total value for their office furniture requirements..



Donna Volpone

Director of Furniture and Interiors, East Region

- 3 Years with ODP , 33+ years in the industry
- B.A. (Interior Design), A.S. (Architecture), Spring Garden College
- (215) 692-9120 | [donna.volpone@odpbusiness.com](mailto:donna.volpone@odpbusiness.com)

As director of furniture and interiors, Donna is responsible for the overall success of the East Region. She collaborates with the team to create and execute strategies to bring impactful workplace solutions to our customers.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

iii. Sales Support  
Sales Support

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Les Levy

Service Consultant- Public Sector & International

- 25+ Years – Office Industry Experience (5 years with ODP)
- (646) 573-1004 | [les.levy@odpbusiness.com](mailto:les.levy@odpbusiness.com)

Responsible for supporting the OMNIA partner contracts and clients in the Public Sector.



Holly Adair

Senior Region Operation Manager, Fulfillment

- 28 Years with ODP Business Solutions
- (740) 877-1257 | [Holly.Adair@odpbusiness.com](mailto:Holly.Adair@odpbusiness.com)

In her role as Sr Region Operations Manager, Holly Adair successfully oversees the Fulfillment side of our business. Holly's responsibilities encompass the day-to-day operations of furniture projects. Her expertise extends to various aspects of Sales support, with a specific focus on proposal preparation, order entry, project coordination, and billing.



Charles Duvall

Sr. Regional Operations Manager Execution

- 16 Years with ODP Business Solutions
- (443) 797-2255 | [charles.duvall@odpbusiness.com](mailto:charles.duvall@odpbusiness.com)

Charles leads a team of dedicated project consultants. He also has the responsibility of managing the Preferred Installer Network, which consists of over 380 carefully selected and contracted installation vendors with more than 400 warehouse locations across the United States and abroad.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



Marina Fletcher

Senior Design Manager, Furniture

- 25 Years with ODP Business Solutions
- (630) 652-8147 | [marina.fletcher@odpbusiness.com](mailto:marina.fletcher@odpbusiness.com)

As the senior design manager, Marina manages the national design managers, design resources and maintains the overall design efficiencies for the Furniture and Interiors team at ODP Business Solutions. In addition, she assists in the development of operational services specific to the national design groups necessary to support the sales initiatives.



Diane Turley

Global Service Consultant

- 17+ Years w/ ODP
- BA – University of Texas (Arlington)
- (817) 475-2079 | [diane.turley@odpbusiness.com](mailto:diane.turley@odpbusiness.com)

Diane Turley is responsible for supporting the OMNIA partner contracts and clients.



Shannon Hunter

Global Service Consultant

- 10 Years w/ ODP Corporation
- 16+ Years w/ Office Depot
- BS – Truman State University
- BA – University of Texas (Arlington)
- (561) 438-4800 | [shannon.hunter@veverlogistics.com](mailto:shannon.hunter@veverlogistics.com)
- (817) 475-2079 | [diane.turley@officedepot.com](mailto:diane.turley@officedepot.com)

Shannon leads the Sustainability program at The ODP Corporation. Responsible for supporting the OMNIA partner contracts and clients. Including strategy development and implementation focused on supporting the company roadmap and helping customers reach their goals.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

iv. Financial Reporting

Financial Reporting



Diane Turley  
Global Service Consultant

- 17+ Years w/ ODP
- 16+ Years w/ Office Depot
- BA – University of Texas (Arlington)
- BA – University of Texas (Arlington)
- (817) 475-2079 | [diane.turley@odpbusiness.com](mailto:diane.turley@odpbusiness.com)
- (817) 475-2079 | [diane.turley@officedepot.com](mailto:diane.turley@officedepot.com)

Responsible for supporting the OMNIA partner contracts and clients.  
Responsible for supporting the OMNIA partner contracts and clients.  
Diane will coordinate all needed financial reporting between OMNIA and ODP Business Solutions.

v. Accounts Payable

Accounts Payable Team



Accounts Payable Team

- Hours of Operation: 8 am – 5 pm Eastern
- Location: ODP Corporate Headquarters
- (844) 259-9131

Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

vi. Contracts

Contracts & Contract Compliance

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Valya Broyer  
Vice President, Public Sector

- 30+ Years w/ ODP
- (303) 704-8107 | [valya.broyer@odpbusiness.com](mailto:valya.broyer@odpbusiness.com)

Valya Broyer is responsible for the public sector organization and development of public sector customers. She cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio.



Anthony Falbo  
Sr. Director, Pricing & Compliance

- 17 years w/ ODP
- B.S., Northern Illinois University, JD – University of Illinois – Chicago
- (815) 474-4086 | [anthony.falbo@odpbusiness.com](mailto:anthony.falbo@odpbusiness.com)

Anthony Falbo is responsible for pricing strategy and maintenance, contract compliance, and vendor special costs. He has a robust background in pricing strategy and legal compliance and specializes in developing innovative pricing models that enhance profitability while ensuring full adherence to contractual obligations and regulatory standards.



Joseph Pazerunas  
Sr. Manager, Contract Compliance & Audit

- 7 Years w/ ODP
- 630.438.7674 | [joseph.pazerunas@odpbusiness.com](mailto:joseph.pazerunas@odpbusiness.com)

Joseph is responsible for Process Oversight, Contract Management - Adherence to legal obligations and levers, Customer Pricing Audits - Dispute resolution and contractually obligated reviews, Rebates - Accrual obligations for the Sales, Pricing and Support teams.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A



Jean P. Davis

Sr. Consultant Sales Contract BSD, Pricing Compliance

- 20+ Years w/ ODP
- Chesapeake College – Paralegal Studies
- (443) 889-7670 | [jean.davis@odpbusiness.com](mailto:jean.davis@odpbusiness.com)

Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

ODP Business Solutions recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDMs) that target new customers and Strategic Account Managers (SAMs) that work with strategic existing customers to ensure customer satisfaction and grow the partnerships where mutually beneficial.

#### Field Account Management Team

We have 800 Sales Representatives to help design and deliver a facilities program to meet business requirements. In addition, we have 1,300 Customer Care Representatives, 55+ sales offices and 25 distribution warehouses/delivery stores nationwide to support our national account program.

#### Onsite Field Support and Education

We will provide each participating agency with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Participating Agency locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

#### State-of-the-Art Technology

We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

- I. (2) Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

ODP Business Solutions has a loyal, long-standing cooperative public agency base of more than 20,000 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. ODP will launch the OMNIA/Region 4 ESC program and position itself as a leader in this space by leveraging the following strengths:

- A powerful brand name and loyal ODP customers
- Extensive K-12 knowledge and large customer base

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

- Efficient marketing and sales capabilities and execution
- Long term customer relationships
- Breadth of vendors/brands and vast selection of supplies and equipment
- Collaborative Marketing with industry leaders
- Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the Region 4 ESC contract, the value ODP provides and our commitment to public sector:

- Email
- Web
- Social Media
- Direct Mail
- Co-branded on-line catalogs
- Demoflick video – An infographic style video

Marketing activities to build awareness of initiatives across the organization



ODP Business Solutions will continue to work with both the Regional Sales Team and the Inside Sales Teams by providing top to top alignment all the way through our respective organizations. We will continue to expect and inspect regularly occurring meetings at the VP level, Regional Manager level and then as appropriate with the Inside Sales Organization.

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Leveraging our relationships with more than 20,000 public sector entities, ODP Business Solutions will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

ODP Business Solutions takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the ODP organization will be aligned to ensure the seamless execution and ongoing management of our OMNIA/Region 4 ESC/ODP contract. This multi-disciplinary approach will include the following:

- Merchandising Team – goes to market focused specifically on the public sector
- Pricing Group – ensures that items reflect contract pricing at all times
- Contract Compliance Team – ensures that all bidding and pricing practices are in compliance and uphold the OMNIA/Region 4 ESC/ODP partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- Green Staff – committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- Ecommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments – provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Region 4 ESC Participating Agencies
- Customer Service Organization – understands the nuances of large contracts and works to provide participating agencies with top notch customer care
- Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

**K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

As ODP Business Solutions does not publicly report account specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As ODP and OMNIA Partners have developed a significant partnership, we will continue to provide agency reporting as required and outlined per *Attachment D, Exhibit A*.

**L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**

As described in our response to *Performance Capability, xi. and xiii.*, ODP Business Solutions employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process – order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

- *Consistent Operations/Service:* Because every location in the ODP Business Solutions system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.
- *Consistent Pricing:* Because every ODP Business Solutions facility uses the same WMS program and AOPS order entry system, OMNIA Region 4 ESC pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- *Consistent Reporting/Integrity:* Because every ODP Business Solutions facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.
- *Consistent Products:* Each of ODP Business Solutions' 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Because of our integrated computer systems, national account customers are guaranteed that they will receive consistent service nationwide. Pricing structures, billing, and usage formatting are all password protected; only authorized ODP Business Solutions Associates in our National Account Maintenance Group can make changes to the structures of national accounts. Order processing nationwide is uniform in execution, and we encourage the use of our password protected Internet site [odpbusiness.com](http://odpbusiness.com), which provides all end users instant access to their national pricing as well as live inventory levels.

In addition to the multiple reporting options above, ODP Business Solutions has added a field in our instance of Salesforce.com to add the OMNIA Member ID so that the required monthly reporting that we send to OMNIA Partners includes the OMNIA Member ID to ensure appropriate tracking in both systems.

The ODP Business Solutions website is available to our customers 24 hours, 7 days a week.

### Order Management / Restrictions

In order to assist you in controlling costs, ODP Business Solutions has created a variety of order restrictions to support standardization of product purchases and control the dollar purchases for a specified period.

Product standardization can be accomplished at the account level by restricting users to a specified list of items or by presenting a standardized list to the user first, before allowing them to purchase outside the list. Furthermore, we can place restrictions at the account level and allow individual users the ability to override the restrictions either with or without approval, but the item will appear to be restricted when viewing it on the site.

Restrictions can be setup to exclude purchases of:

- A specific set of items identified by item number
- All items made by one or more Manufacturers
- All items belonging to one or more Product Categories
- All items belonging to one or more Product Classes
- All of the above

A maximum dollar amount restriction can be specified by:

- Account
- Department
- Order

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

- Line
- All of the above

**Payment Options**

Transactions may be paid via EFT, P-Card, Point-of-Sale Purchasing, credit card, or check via electronic and/or mailed invoice (Summary or Standard). Note: P-Card and credit card are only accepted at time of order placement.

eCheck payments are accepted by ODP Business Solutions over the phone. Participating Agencies can call the ODP Business Solutions customer service line, their AR contact, or self-service via our on-line Bill Management system. They will need to have their ACH routing number and checking account number as well as a list of invoices to be paid. Before making the first eCheck payment, Participating Agencies should contact their bank to list ODP Business Solutions as approved to electronically debit their checking account. This method of payment will apply to the invoices immediately and is the fastest, cheapest and most reliable method of payment for ODP Business Solutions.

ACH payments are accepted by ODP Business Solutions if the Participating Agency's bank transmits those payments in industry-standard format CTX-820. This is the only format that reliably allows our bank to receive the remittance information for the payment and to transmit it to ODP Business Solutions so that the payment will apply without manual intervention. If a Participating Agency is not familiar with CTX-820, their AP department or bank will be. This method typically shows on your account within 1-2 business days and is applied to the invoice the same day that the payment is received if the Participating Agency sends full invoice numbers and dollar amounts as remittance with the payments.

If a Participating Agency cannot/prefers not to pay through either of the two electronic methods, then paper check is an acceptable method of payment that works well for ODP Business Solutions. Participating Agencies can send a check to the lockbox address referenced on their invoice, along with a list of invoices and dollar amounts to be paid by the check. The checks are typically received through the mail in 5-10 business days and are applied to your account the same day that the check is received at our bank when the proper remittance is included with the payment. To reiterate, to apply your payments timely and accurately, we simply need the invoice number(s) and amount you are paying for each invoice.

ODP Business Solutions supports the following electronic transactions:

- Purchase orders:
- CXML
- xCBL
- XML
- XML Direct
- EDI – 850 ANSI X12
- Electronic Purchase Order Confirmations:
- EDI – 855

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- cXML
- xCBL
- Email (if the email contact is sent on a purchase order or to a customer specified default central email address)
- Advance Ship Notices
- EDI 856
- cXML
- xCBL
- Invoicing:
  - Online Billing (Available via internet)
  - cXML – Invoicing
  - xCBL
  - EDI – 810 ASNI X12
  - Electronic invoices in Flat files (format customized) in text, csv or Excel, Lotus & Access format. Data can be sent via the following media: email or FTP direct to customer's server, delivered on
  - Electronic Payments:
    - EDI – 820 – EFT Payment/Remittance Advice via Automated Clearing House

## P-Cards vs Ghost Cards

ODP Business Solutions can accept payments by using a corporate credit card. We do not handle ghosted cards. We provide Level III reporting to the credit card company. Our customers can use Visa, MasterCard, American Express and Discover cards for payment. Credit card payments are completed at the time of delivery and are not accepted to pay invoices on account billing statements.

ODP Business Solutions can accept P-Card as at purchase form of payment. The P-Card may be preset as a default form of payment (Virtual Card) or provided on the purchase order, through Ariba.

ODP Business Solutions uses a secured website and encrypted emails as a minimum. In addition, ODP Business Solutions safeguards payment card information according to applicable Payment Card Industry Data Security Standard requirements. Finally, ODP Business Solutions has a data transmission standard which applies to the transmission of any data outside of its' networks, including PII and confidential/restricted information. Additionally, we conform to the principles outlined in the Payment Card Industry Data Security Standard ("PCI DSS") where applicable. Please see the Information Security Posture Statement for details.

## Billing Accuracy Tracked and Reported

Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

ODP Business Solutions holds a key advantage over its competitors on the management and billing of our accounts. As we are one of the few companies to operate on a single platform with centralized control, we do not experience billing issues that were common with agreements in years past.

At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Participating Agency locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must then go through our accounts department and be approved by the Participating Agencies.

ODP Business Solutions monitors the Daily Outstanding Balances (DOB) of each individual customer. Lengthy payment trends are analyzed to determine the measures needed to bring our customer's account back to the agreed upon payment cycle.

Our measurement of the accuracy is manual and can take place several ways. Depending on the pricing methodology, we may agree to an audit of our customer bills by the Participating Agency or a designated third party.

### BILLING AND INVOICING OPTIONS OVERVIEW

The ODP Business Solutions billing system is flexible, designed to provide you with invoicing compatible with your systems whenever possible. During contract implementation your requirements are identified, and the formats built and reviewed during our discussions. You have four (4) fields in our invoice format for Participating use as needed (cost center, etc.) including validation capability. Different options are available, depending on whether the billing is in paper or electronic format.

#### E-Billing

Completely electronic billing with all the advantages of paperless operations.

#### Invoice Billing

An invoice is generated for each order placed by your buyers at the time of order shipment. Your invoice can be sent either in daily or weekly intervals directly to the primary address or indirectly to the "ship to" location(s).

#### Consolidated Billing

Consolidated or summary bills are generated for all orders reconciled within an agreed time period, weekly, semi-monthly, or in monthly intervals, directly to the primary address or indirectly to the "ship to" location(s) by paper or directly to the primary address electronically.

#### Payment Options

Invoices may be paid via EFT, P-Card point-of-sale purchasing, or check via electronic and/or mailed invoice (Summary or Standard).

#### Bill Management

Our enhanced, online self-service system puts all your billing information and time-saving account management tools right at your fingertips, 24/7. Advanced search capability enables invoices sorting by:

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- Quickly accessing your account summary and detailed billing information to determine what is paid and what is outstanding.
- Searching for invoices by date, due date, purchase order or invoice number, ship to location or transaction type.
- Drilling down into invoice activities, including payments, credits and adjustments.
- Viewing, printing, or download your invoices, in a variety of formats, such as Excel, PDF, CSV, etc.

### More Features for added Convenience

- Use our streamlined payment and online dispute processing features:
- Pay one or multiple invoices at a time in one simple transaction.
- You can dispute an invoice online and receive a tracking number to follow its progress.
- A dedicated team will work to resolve your issue efficiently and effectively.

Our Billing department can help you with all billing issues. You will be given a contact name and phone number of the Sales associate who will be managing your account. They can engage a Billing Analyst to assist with any billing questions or concerns you may have.

### PLATFORMS

ODP is an industry leader in external integrations and has been working with many customers using cXML transaction format. Many customers take advantage of user-level punchout which allows users to have an individualized experience.

Also, our Punchout platform has a responsive design which will accommodate users who are connecting via mobile, tablet or PC.

For customers integrating with ODP Business Solutions through an ERP or Marketsite provider, a testing platform and credentials are always provided by ODP Business Solutions.

Because of our integrated computer systems, national account customers are guaranteed that they will receive consistent service nationwide. Order processing nationwide is uniform in execution, and we encourage the use of our password protected Internet site [odpbusiness.com](http://odpbusiness.com), which provides all end users instant access to their national pricing as well as live inventory levels.

The ODP Business Solutions website is available to our customers 24 hours, 7 days a week.

ODP Business Solutions' products are all identified by a unique "Stock Keeping Unit" (SKU) number. Our centralized Item Setup and Replenishment Department is located at our headquarters in Boca Raton, FL, to create and maintain our item product files. Both our ordering system and our warehouse system operate on a single platform nationwide, allowing for product consistency regardless of store or distribution center.

ODP Business Solutions constantly improves the user experience. Enhancements occur on a regular Agile Sprint cycle, approximately every 2 weeks.

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In 2020 ODP Business Solutions responded to the needs of our mobile customers, by launching the site in responsive format. This approach makes the ODP Business Solutions website render well on a variety of devices and window or screen sizes from minimum to maximum display size to ensure optimum user experience.

### ORDERING METHODS

With 37 years of experience continually driving improved ordering processes, ODP Business Solutions has developed several ordering tools for our customers. We offer significant order entry flexibility and automation. Available options are discussed below.

#### Phone, Fax, Email

ODP Business Solutions provides nationwide toll-free service for both phone and fax orders. Our Customer Care Professionals are empowered professionals who have complete product knowledge and a drive for providing exceptional service. Requisition forms are also available; you need only to write in the requested quantities.

#### Internet Ordering

The ODP Business Solutions internet ordering system stands out in the industry for how easily it can be configured to meet workflow requirements. Our internet ordering system offers a full online catalog, as well as ordering tools such as live inventory, order history and custom shopping lists. The website is secure and encrypted from the time of login to the time of exit for any ODP Business Solutions customer who orders via the internet. Please find a description of our online ordering website provided in our proposal.

#### Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by ODP Business Solutions customers to speed purchasing, invoicing, and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the ODP Business Solutions Internet catalog. After you create the order, it is routed back to your EDI system. There, it is converted to the universally accessible ANSI x.12 format before being sent through the standard EDI processing.

#### E-Procurement Integration

ODP Business Solutions processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punch-out experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including PeopleSoft, Jaggaer (SciQuest), Oracle, Data Stream, and SAP.

### ONLINE ORDERING OVERVIEW

ODP Business Solutions offers a fully integrated, real-time, business-to-business website. The site is owned, managed, and maintained by ODP Business Solutions. As an E-Commerce pioneer, ODP



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Business Solutions has connected more than 325,500 mid-to-large corporations with over 1,388,000 users. Over 84% of our contract business comes via the internet.

Today's competitive business climate requires efficient, lean operations by doing more with less. The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. With the constant updates/enhancements to the site, ODP Business Solutions continually offers added value and convenience with our world class E-Commerce solutions.

Our contract customer website offers the following advantages:

Excellent Management Tools:

- **Dashboard** – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- **Bulletin Board** – to communicate program information and post your logo
- **Billing Information** – reprints of invoices or packing slips
- **Order Tracking** – 12 months of Order History, Order delivery tracking
- **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- **Email Approval Release** – online email approval release (HTML)
- **Price Verification** – see your contract prices on all items
- **Administrator User** – approved management 'super users' have the ability to create and manage user profiles, ship-tos, restrictions, approvals, etc.
- **Group Login Identities** – optional single login for cost centers, locations, departments, etc.
- **SUMA (Single User Multiple Accounts)**– Access to multiple linked identities through single login.
- **Core/Contract item identification** -  Best Value Best Value or  Contract Items Contract Items icons, Items identified with these icons may be resorted to the top of the search results to help direct users toward your preferred items
- **Four Accounting Fields** – for customization and identification of cost centers and billing/orders information

Easy to Use:

- **Shopping Lists** – create Corporate-wide and Personal shopping lists
- **Real Time Inventory** – make informed choices based on real product shipping location inventory
- **Online Backorder** – backorder information, providing alternative options
- **Online Returns** – simplest and fastest method available for item pickup and credit
- **Subscriptions** – Receive products on a recurring basis, frequency cycle options from weekly to every 6 months. —a convenient and personalized way to buy what you want and need. Subscriptions may be quickly and easily cancelled
- **Order Reminders** – schedule reoccurring or one-time reminders

## ATTACHMENT D – OMNIA PARTNERS EXHIBIT A

- **Future Orders** – flexible delivery dates, or build your shopping cart for later orders
- **Advanced Search** – narrow your results by product, category, description, use, price, size, etc.
- **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- **Compare Items** – side-by-side comparisons, describing function, and capabilities
- **Order Notification** – detailed user and order information on your approved orders includes order delivery status
- **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- **Print on Demand** – download your customized jobs directly on the same site and have them delivered with your supplies
- **Technology Products** – we offer over 300,000 products from more than 500 manufacturers
- **Furniture** – we stock over 1,000 furniture items in our warehouses
- **Janitorial and Breakroom** – hundreds of the most common items you need
- **Promotional Items** – put your logo/brand or special event information on just about anything
- **Brand Identity** – download and create your own stationery, or pull from your private warehoused items we have already created

### WORKSPACE INTERIORS ORDERING SITES

At Workspace Interiors, we have the ability to create a custom furniture website just for you. These sites can be easily accessed for your specific furniture procurement needs. We offer two site options for you choose from:

- E-commerce Website
- Standards Website
- Through these sites, you'll be able to:
  - See your latest layouts
  - Keep track of all current orders
  - Have the ability to communicate imperative information regarding your standards program and approval procedures
  - Allow multiple users within the site to access your custom catalog
  - Special order items displayed within your custom catalog
  - See customer-specific discounting applied to your custom catalog
  - Access an intuitive shopping experience

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### E-Commerce Site Overview

Customers can access their e-commerce sites via the Workspace Interiors website home page ([www.workspaceinteriorsod.com](http://www.workspaceinteriorsod.com)). Each customer is given their own user account where they can access their personal project information. These portals are customized to support customer-specific furniture categories and contain a limited number of products.

Using an e-commerce site, customers can order their products directly. Navigation is made simple with the ability for users to categorize their products and sort into multiple levels, depending on need. Customer-specific contract pricing can be applied to each product.

Delivery and installation charges will be communicated through the site prior to order processing.



Order hints are available to aid you in selecting the proper products. Product configurations and details aid in selecting the correct furniture for your space. Measurement guidelines, helpful tips, rules of thumb for furniture placement and recommended clearances are all included to assist in your decision.

Custom checkout allows for additional information to be communicated to Workspace Interiors when processing your order, such as purchase order number, room dimensions and additional comments or concerns. Installation costs will be applied and confirmed before your product is ordered.

Keeping track of projects and orders is easy with the customized status reports made available through the site. Status reports open in Microsoft Excel and contain information such as the project locations, item numbers, product descriptions, pricing and when the order will be shipped or received.

### Standards Site Overview

The standards site communicates a corporate standard to an organization similar to a standards binder. Like the e-commerce site, the standards site can be accessed via the Workspace Interiors website home page ([www.workspaceinteriorsod.com](http://www.workspaceinteriorsod.com)). Each customer is given their own user account where they can access their personal project information. These portals are customized to support customer-specific furniture typicals, which are represented as PDF documents.

Communication is clear and accessible with the inclusion of additional product information. This additional information features items such as brochures and warranty details.

**ATTACHMENT D – OMNIA PARTNERS EXHIBIT A**

Finish selections are also referenced within the site as part of the standard. Installation photos can be posted as well.

Customer websites are a great way to track furniture orders and needs, or simply communicate a standards program in your organization. For more information, please contact your Workspace Interiors business development manager.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ \_\_\_\_\_ .00 in year one

\$ \_\_\_\_\_ .00 in year two

\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

ODP Business Solutions has demonstrated over the years we have been partnering with Region 4 ESC & OMNIA Partners that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers’ budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We will consider discussing this with OMNIA Partners if you believe it is necessary.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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**Detail Supplier's strategies under these options when responding to a solicitation.**

ODP Business Solutions is unable to comply with the above Paragraph M (ii). ODP will respond to all Public Participating Agency solicitations and requests respecting the commitments made in this offer and any subsequent contract based on this offer. Agencies requesting a specific contract (stand alone or direct) will receive a proposal for that contract.

**APPENDIX A**

**DRAFT CONTRACT**

This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_ ODP Business Solutions, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R24-01 for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the ~~Contract~~.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of Contract agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 2) Scope: Contractor shall perform all duties, responsibilities, and obligations, set forth in this agreement Contract, and described in the RFP, incorporated herein by reference as though fully set forth herein.

CONTRACT

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. At the discretion of Contractor, Purchase orders and payment ~~may can only~~ be made to the Contractor ~~unless otherwise approved by Region 4 ESC~~. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the ~~Ce~~contract. Region 4 ESC ~~shall may~~ issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract, Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models, and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. ~~Either party Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect six (6) months 30 business days after the other party receives the notice of cancellation. After the 180<sup>th</sup> business day all work will cease following completion of final purchase order.~~ Notwithstanding anything herein to the contrary, an order is not cancelable once in

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| production. "Quick ships" and fabric orders are not cancelable.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

~~14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. Delivery timeframes will be provided at the time of quote or time of order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. ODP may institute a Fifty Dollar (\$50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed and may be subject to a special handling fee. The price set forth in this Agreement includes dock and/or mailroom delivery for orders exceeding \$50.00. Additional freight charges may apply for items exceeding 70lbs in weight and/or 110" in length/width, bulk items, cases of bottled water and other beverage, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.~~

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Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

If Public Agency is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Public Agency's expense. Public Agency shall pay a warehouse charge payable monthly. Double handling of a product will be charged at Contractor's normal hourly rate.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC in accordance with the terms and conditions of Contractor's return policy located at [www.odpbusiness.com](http://www.odpbusiness.com) and incorporated by reference. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. All orders are subject to credit approval.

~~46) Contractor may require a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Public Agency's account until such product is delivered and~~

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invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in this Section 16. Payments are due thirty (30) days from the date of invoice. Contractor shall establish Public Agency's credit limit, which may be lowered (or Contractor may refuse to ship any orders) if at any time: (a) Public Agency is delinquent in making payment to Contractor; (b) Public Agency is in breach of any resulting agreement; or (c) Public Agency's credit standing becomes impaired or reasonably unsatisfactory to Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price

is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

In the event of extenuating market conditions, Region 4 ESC and Contractor may elect to implement an increase on products, goods and materials affected by uncertainties in the marketplace. Requests for extenuating market conditions will follow the US Trade Representative website: <https://ustr.gov>, or other indices, U.S. domestic micro-economic fluctuations, changes in paper and raw materials, including but not limited to transportation, shipping material, etc. Should the terms of the extenuating market conditions change, the increase will be altered, reduce or eliminated as expediently as possible. Contractor will provide written justification to Region 4 ESC before implementing the increase.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Subject to confidentiality agreements between Contractor and third parties, and no more than annually, Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement, Contractor may dispute the results of any audit and will refund any overcharges to Region 4 ESC and Region 4 ESC will refund any undercharges to Contractor. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. ~~Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to Region 4 ESC or Participating Agencies all manufacturer-supplied end-user warranties. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall endeavor to give Region 4 ESC a minimum of thirty ten (340) days' notice of prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**Exhibit F**  
**Federal Funds Certifications**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity.

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES VB Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the

acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES VB Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 13).

Does offeror agree? YES VB Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.


#### FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK

##### CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

##### Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:  

OR

**Certificate of Non-Compliance with 49 USC §5323(j)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -  
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

**CERTIFICATE OF COMPLIANCE** (select one of the two options, NOT BOTH)

**Certificate of Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

**Certificate of Non-Compliance with 49 USC §5323(j)(1)**

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

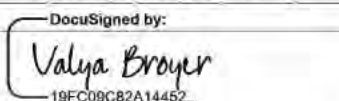
Check for YES:

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror \_\_\_\_\_

Offeror's Name: ODP Business Solutions  
Address, City, State, and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496  
Phone Number: 561.438.4800  
Fax Number: 888.813.7272

Printed Name and Title of Authorized Representative: Valya Broyer VP, Public Sector  
Email Address: valya.broyer@odpbusiness.com

Signature of Authorized Representative: \_\_\_\_\_  
Date: 6/12/2024

DocuSigned by:  
  
19FC09C82A14452

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

**7 CFR Part 210.21 School Lunch Procurement.**

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

- 1) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ <sup>DS</sup>  
VB Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ <sup>DS</sup>  
VB Initials of Authorized Representative of offeror

**COMMUNITY DEVELOPMENT BLOCK GRANTS**

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.



## **FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS**

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Notice of Legal Matters Affecting the Federal Government**

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### **Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. CONTRACT REMEDIES**

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

##### **1.1 Applicability**

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

##### **1.2 Additional Considerations**

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a.** Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b. Key Definitions.**

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

**d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

**(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**(2)** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. **Contractor.** The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. **Applicability.** This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. **Suggested Language.** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language.** The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.**
- i.** These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- ii.** In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii.** Specifically, a covered transaction includes the following contracts for goods or services:
1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language.** The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT**

- a.** Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c.** Suggested Language.

### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

**APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ODP Business Solutions, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

*Valya Broyer*

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\_\_\_\_\_  
Signature of Contractor's Authorized Official

Valya Broyer      VP, Public Sector

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

6/12/2024

\_\_\_\_\_  
Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

### 13. ACCESS TO RECORDS

- a. **Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 14. CHANGES

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### 15. DHS SEAL, LOGO, AND FLAGS

- a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. **Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: ODP Business Solutions

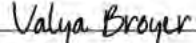
Address, City, State, and Zip Code: 6600 N Military Trail, Boca Raton, FL 33496

Phone Number: 561.438.4800 Fax Number: 888.813.7272

Printed Name and Title of Authorized Representative:  
Valya Broyer VP, Public Sector

Email Address: valya.broyer@odpbusiness.com

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

DocuSigned by:  
  
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Date: 6/12/2024

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Disclosure of Investment Activities in Iran
- DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- DOC #8 New Jersey Business Registration Certificate
- DOC #9 EEOAA Evidence
- DOC #10 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** ODP Business Solutions

**Organization Address:** 6600 N Military Trail, Boca Raton, FL 33496

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)  Limited Liability Company (LLC)
- Partnership  Limited Partnership  Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Blackrock, Inc.	50 Hudson Yards New York, NY 10001
Vanguard Group, Inc.	100 Vanguard Blvd Malvern, PA 19355

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

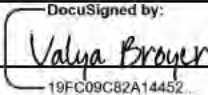
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
<a href="https://investor.theodpcorp.com/financial-information/sec-filings">https://investor.theodpcorp.com/financial-information/sec-filings</a>	as appropriate

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
ODP Business Solutions, LLC is wholly owned by the OPD Corporation, Inc.	6600 Military Trail Boca Raton, FL 33496

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Valya Broyer	Title:	VP, Public Sector
Signature:		Date:	6/12/2024

DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: VII-H</b>
Name of Form:	<b>NON-COLLUSION AFFIDAVIT</b>
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** ODP Business Solutions  
**Street:** 6600 N Military Trail  
**City, State, Zip Code:** Boca Raton, FL 33496

**Proposal Certification:**

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**

- 1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- 2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- 3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

6/12/2024  
**Date**

DocuSigned by:  
Valya Broyer VP, Public Sector  
19FG09G82A14452...  
**Authorized Signature and Title**

Certification **67402**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**      **INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-May-2022** to **15-May-2025**

**ODP BUSINESS SOLUTIONS, LLC**  
**6600 NORTH MILITARY TRAIL**  
**BOCA RATON**                      **FL**    **33496**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer

DOC #3, continued  
P.L. 1995, c. 127 (N.J.A.C. 17:27)  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:  
  
19F108C82414E2  
Signature of Procurement Agent

## DOC #4

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.htm#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County: N/A

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE  
PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

DOC #5

### STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  
**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership


Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

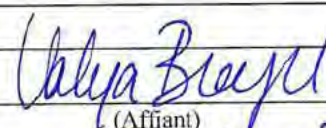
Stockholders:

Name: Blackrock, Inc.	Name: Vanguard Group, Inc.
Home Address: 50 Hudson Yards New York, NY 10001	Home Address: 100 Vanguard Blvd Malvern, PA 19355
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 3rd day of June, 2024

(Notary Public) 

My Commission expires: Feb 2, 2028

  
(Affiant)  
Vice President, Public Sector  
(Print name & title of affiant)

(Corporate Seal)

**BREEANNA COCAS**  
Notary Public  
State of Colorado  
Notary ID: 20244005438  
My Commission Expires Feb. 7, 2028

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS**  
**N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

*OR*

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	<u>N/A</u>
Relationship to Vendor/ Bidder	<u>N/A</u>
Description of Activities	<u>N/A</u>
Duration of Engagement	<u>N/A</u>
Anticipated Cessation Date	<u>N/A</u>

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Valya Broyer  
*Printed Name of Authorized Agent*

DocuSigned by:  
Valya Broyer  
*Signature of Authorized Agent*

VP, Public Sector  
*Title*

6/12/2024  
*Date*

ODP Business Solutions  
*Company Name*

### CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J. S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*Check the Appropriate Box)*

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
Valya Broyer  
Signature of Vendor's Authorized Representative

Valya Broyer VP, Public Sector  
Print Name and Title of Vendor's Authorized Representative

ODP Business Solutions  
Vendor's Name

6600 N Military Trail  
Vendor's Address (Street Address)

Boca Raton, FL 33496  
Vendor's Address (City/State/Zip Code)

*Attach Additional Sheets If Necessary.*

6/12/2024  
Date

86-2161688  
Vendor's FEIN

561.438.4800  
Vendor's Phone Number

888.813.  
Vendor's Fax Number

bsdcustomer@odpbusiness.com  
Vendor's Email Address

<sup>1</sup> Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
<b>Taxpayer Name:</b>	ODP BUSINESS SOLUTIONS LLC
<b>Trade Name:</b>	
<b>Address:</b>	P.O. BOX 5029 BOCA RATON, FL 33431
<b>Certificate Number:</b>	2690742
<b>Effective Date:</b>	May 11, 2022
<b>Date of Issuance:</b>	May 05, 2023
<b>For Office Use Only:</b>	
	20230505104127865

**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
**DIVISION OF REVENUE AND ENTERPRISE SERVICES**  
**ANNUAL REPORT CERTIFICATE**

**ODP BUSINESS SOLUTIONS, LLC**  
0450616724

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for ODP BUSINESS SOLUTIONS, LLC was submitted on 12/28/2023 for the year: 2024

**Registered Agent and Office**

C T CORPORATION SYSTEM  
820 BEAR TAVERN ROAD  
WEST TRENTON, NJ 08628

**Main Business Address**

6600 NORTH MILITARY TRAIL  
BOCA RATON, FL 33496

**Officers and Directors**

MANAGER  
Sarah E Hlavinka  
6600 North Military Trail  
Boca Raton, FL 33496

MANAGER  
Diego Anthony Scaglione  
6600 North Military Trail  
Boca Raton, FL 33496



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
28th day of December, 2023*

*Elizabeth Maher Muoio  
State Treasurer*

Certificate Number : 2770681220  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

DOC #9

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:  
[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Valya Broyer Title: VP, Public Sector

Signature:  Date: 6/12/2024



DOC #10  
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE  
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,  
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-01 Furniture Installation and Related Services

VENDOR NAME: ODP Business Solutions

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with these principles.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

DocuSigned by:

*Valya Broyer*

Signature 19FC09CB2A14452...

6/12/2024

Date

Valya Broyer

VP, Public Sector

Print Name and Title