



TECHNOLOGY



A PROPOSAL PREPARED FOR

The Town of Greece, NY

24COR-013GR Rugged Technology, Ancillary Products & Related Services

August 25, 2025



August 25, 2025

Greece Finance Director  
The Town of Greece, NY  
1 Vince Tofany Blvd  
Greece, NY 14612

Dear Greece Finance Director:

We are excited for the opportunity to fully serve The Town of Greece, NY with Rugged Technology, Ancillary Products & Related Services, and to create an additional Cooperative Contract in the marketplace with CoreTrust. ODP Business Solutions is committed to not only meeting the requirements of your proposal but also helping your organization meet its goals and commitments to your constituents.

As a leading business solutions and product services provider, we understand that most organizations are working in a hybrid world and that technology requirements are evolving. That's why we continuously invest in state-of-the-art tools and offer leading-edge technology that can help your business stay productive and connected — no matter where business gets done.

Should we be selected, you can count on us to put all of the benefits of our technology solutions to work for you — plus access to our 27 distribution centers and world-class supply chain, 24/7 e-commerce platform and dedicated sales professionals and technicians — helping you receive the outstanding service you deserve.

- Access to more than 1.7 million technology products
- Strong relationships with key technology manufacturers, including Lenovo®, Microsoft, HP and more
- Wide range of experience in providing technology solutions specific to your objectives
- Services to assist you in navigating the IT life cycle, manage mobile devices, help protect your data and networks, utilize our SaaS capabilities and more
- Support from an established market leader in the technology space — providing a range of comprehensive solutions, services and support for your business.

In addition to our services, our solutions are specifically designed to benefit your organization to help meet constantly evolving goals. And as a centralized resource, we will put all of these resources at your fingertips, so we can further enhance The Town of Greece, NY's overall experience.

On behalf of everyone at ODP Business Solutions, we sincerely hope that our proposal meets your business objectives. We look forward to presenting more information on our programs and capabilities, and we welcome a discussion of any additional requirements you may have.

Sincerely,

The ODP Business Solutions Team

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## Executive Summary & Public Sector Experience

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### **ODP Business Solutions is on your side.**

ODP Business Solutions, LLC is the legal successor to the B2B operations originally established by Office Depot, Inc. in 1986. With a nearly 39-year legacy of leadership in the business products and services industry, ODP Business Solutions, LLC proudly continues the tradition of serving B2B customers nationwide—including public sector organizations at every level.

ODP Business Solutions is on your side. At a time when staying agile, adaptive, and ahead of an ever-bending curve is more essential than ever, you should have more than a supplier in your corner. You deserve a collaborator that delivers on big initiatives while still focusing on the smallest details.

### **Experience and Public Sector Expertise**

ODP Business Solutions is a leading provider of business services and supplies, products, and technology solutions for over 38 years. Established in 1986 with the opening of our first retail store in Fort Lauderdale, Florida, ODP Business Solutions has grown into a global leader in providing products, services, and solutions for every workplace—whether it be an office, home, school, or even a car. Our formation was the result of a merger between Office Depot and OfficeMax, which has positioned us as a single source for everything our customers need to enhance productivity.

With combined annual sales of approximately \$7.83 billion, ODP Business Solutions employs 19,000 associates and serves consumers and businesses across North America. Our award-winning e-commerce sites and dedicated sales professionals and technicians ensure that we meet the diverse needs of our customers. Through our banner brands, including ODP Business Solutions, Office Depot, OfficeMax, Veyer, and Grand & Toy, we provide the tools necessary for our customers to focus on their passion for starting, growing, and running their organizations. Our exclusive product brands, such as TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark, further enhance our offerings.

### **Serving the Public Sector**

ODP Business Solutions understands the unique requirements of public agencies. After all, we've served the public sector for nearly 38 years, supporting government at every level—federal, state, and local—and consistently delivering industry-leading value. Our dedicated federal government account management specialists can help you choose solutions for your specific agency.

### **When you work with ODP Business Solutions, you can count on:**

- World-class support from dedicated and accessible sales professionals, experienced advisors, and technicians
- Consistent, remarkable value through structured pricing, strong vendor relationships and no hidden fees
- Supply chain reliability through our 27 U.S. distribution centers and trusted transportation, delivering in-stock items to 97% of U.S. business addresses including Alaska, Hawaii, and Puerto Rico
- Innovative smart solutions that help you optimize ordering, tracking, and spend. Stay updated with our mobile app, real-time dashboards, and order tracking capabilities. Our reporting tools give you visibility into how much your organization spends on various supplies and services across multiple locations, easing consolidation concerns and saving resources.



- Sustainability and diversity solutions, services, and support can help you meet objectives and empower your organization to be greener and more inclusive. Our GreenerOffice™ rating system can help you make informed choices that align with your sustainability goals. We support our customers' environmental values through waste diversion programs, greener packaging, transportation innovations, and other solutions. We offer innovative products and services from a range of diverse suppliers, including women-owned, BIPOC-owned, and historically underutilized businesses (HUBs).

Stay competitive in the face of shifting marketplace demands with support from ODP Business Solutions. We're here to help you reach your business goals and achieve success.

## Environmental Sustainability

### Buy greener, be greener, and sell greener

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 | The ODP Corporation](#) for a detailed glimpse into our practices.

ODP Business Solutions' environmental strategy is "buy greener, be greener, and sell greener." 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 government agencies, including the state of California, companies in the Pacific Northwest, global corporations, and small and medium-sized businesses.

### We support different levels of greener purchasing.

Going greener doesn't have to be an all-or-nothing decision. ODP Business Solutions can help support you however you reduce your environmental impact, whether it's a worldwide program or one step at a time. To help you 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.*



**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 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 help reduce our carbon footprint or waste outputs, which often save costs and drive long-term operational efficiency.

**We prioritize our environmental policy and performance.**

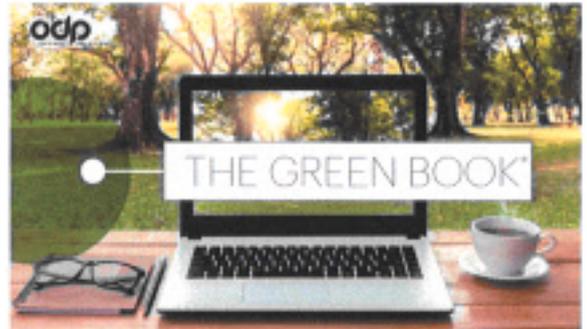
Our environmental policy aligns to our strategy, and we measure and report progress annually. We implement initiatives that help improve our environmental performance in the following ways:

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

- Source greener products for resale
- Buy greener products for internal use

**To be greener,** 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 greener,** 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 | The ODP Corporation](#).

**Environmental**



**36%**  
**reduction**  
in greenhouse gas (GHG) emissions from 2019 (metric tons of CO<sub>2</sub>e) for scope 1 and 2

**92%**  
**of waste diverted**  
from landfills across all distribution centers

**6.7%**  
**plastic reduced**  
in our Private Brand packaging and e-commerce shipping from 2022

**Social**

**10 ARGs**  
**encourage**  
collaboration and foster deeper engagement, education and belonging

**PEOPLE**



**1,800**  
**products offered by diverse suppliers**

**PROSPERITY**



**29%**  
**increase**  
in spending with diverse and small businesses

**Governance**

**PURPOSE**

**71%**  
of our Board of Directors are either ethnically diverse or female

**5C Culture**  
Continues to dictate how we act on a daily basis

- Customer
- Commitment
- Creativity
- Caring
- Change





## Questionnaire

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### Company Summary

a) Experience – Provide a brief overview of your business organization. Provide a brief overview of your business organization, a brief description of the Bidder's history, reputation and the Bidder's reputation of products and services in the marketplace, Bidder's corporate office location (and regional offices) and year of establishment ;

### **ODP Business Solutions – Experience & Contract Management Response**

ODP Business Solutions, LLC  
6600 North Military Trail  
Boca Raton, FL 33496-2434  
Email: [Kathy.Walsh@odpbusiness.com](mailto:Kathy.Walsh@odpbusiness.com)  
Phone# 847-630-1094  
Federal Tax# 86-2161688

### **Business Overview & History**

ODP Business Solutions is a leading provider of business services, supplies, and technology solutions. Incorporated in 1986 and headquartered in Boca Raton, Florida, ODP Business Solutions was formed by the merger of Office Depot and OfficeMax. We serve workplaces of all types across North America, supported by approximately 19,000 associates and annual sales of \$7.83 billion.

### **Reputation in the Marketplace**

ODP Business Solutions is recognized for reliability, innovation, and customer satisfaction. We are proud to be trusted by thousands of organizations and to have earned industry accolades for our commitment to service excellence.

### **Corporate Office & Regional Presence**

Our corporate headquarters is located at 6600 North Military Trail, Boca Raton, Florida 33496. To ensure nationwide coverage and rapid fulfillment, we operate 27 strategically located distribution centers across the United States and Puerto Rico, including those managed by our logistics partner, Veyer. These centers serve as regional hubs for customer support and logistics, enabling us to meet the diverse needs of our clients efficiently.

### **Key Personnel & Contract Contacts**

In accordance with Section F, 11.9 Resulting Contract Management Requirements, our account management team is comprised of highly experienced professionals with proven expertise in contract management and customer service.

### **Dedicated Contract Manager**

**Kathy Walsh, Account Development Manager, Technology**, will serve as the dedicated Contract Manager for this contract. Kathy brings 29 years of experience with ODP Business Solutions, specializing in partnership management, strategic guidance, and contract oversight.

### **Additional Key Personnel**

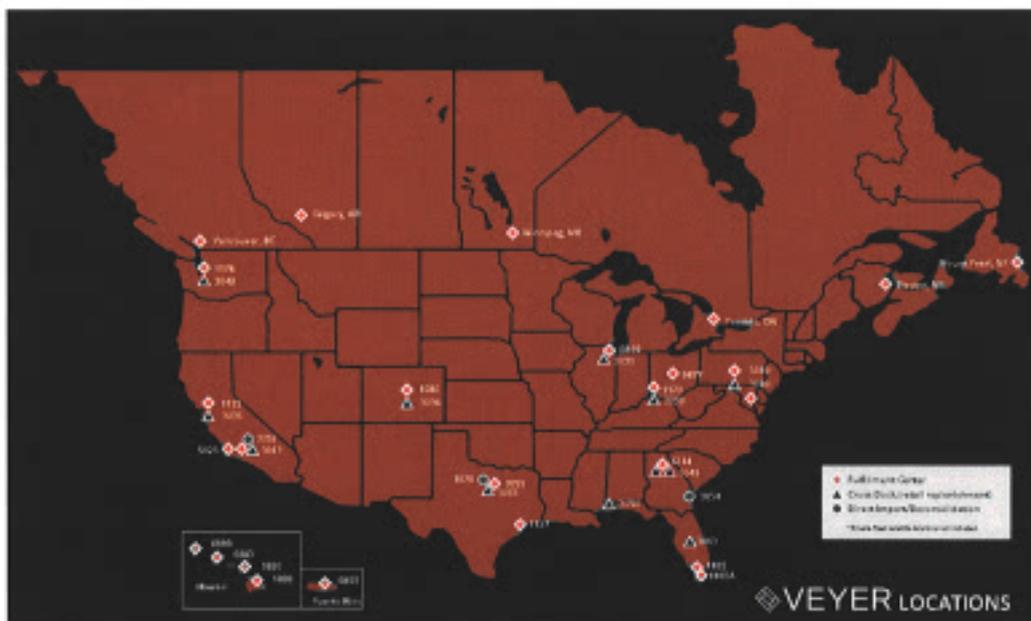
- **Bill Rigby, Director, Emerging Growth Technology** – 22 years with ODP Business Solutions; strategic management, resource deployment, and regional program co-management.

- **Brian Abromovage, Vice President, Business Development Programs** – 16 years; program execution, solution communication, and customer satisfaction support.
- **Micah Ferraro, Enterprise Business Development Manager** – 4 years; partnership value introduction, long-term solution development, and business review presentations.
- **Michael Tattersall, Director, Strategic Acquisitions** – 27 years; strategic management, resource deployment, and customer satisfaction.
- **Strategic Account Customer Care**  
Our Strategic Customer Care Pods are staffed by experienced professionals who understand your unique needs. Available Monday through Friday, 8:00 a.m. to 8:00 p.m. (Eastern Time), they assist with orders, returns, special orders, and account maintenance.  
Contact: [strategicsupport@odpbusiness.com](mailto:strategicsupport@odpbusiness.com) or 800-279-1582

b) **Distribution Capacity-** Please provide a detailed list or map of all your full-service stocking distribution centers in the United States and describe your delivery network, along with your order-fill rate and on-time delivery rate. Please advise the warehouse square footage for each location. Additionally, please describe any unique capabilities or logistics that set your distribution network apart from competitors in the market. How does your organization meet the special requirements of public sector customers? Summarize recent, current, and projected volumes for each Lot as described in Solicitation, Appendix B, Section F, 11. Scope of Work. Identify any reasonably foreseeable factors that could complicate, or otherwise impact, the firm’s ability to satisfy obligations under the resulting Contract.

**ODP Business Solutions – Distribution Capacity**

ODP Business Solutions operates a nationwide network of 27 full-service stocking distribution centers and numerous cross docks, comprising over 10 million square feet across the United States. Our major distribution centers are strategically located in key markets including Atlanta, Chicago, Dallas, Los Angeles, Miami, and more.





Below is a representative list of 13 of our 27 distribution centers and their warehouse square footage.

Distribution Center	Address	City	State	Zip	Square Footage
Signal Hill DC	3366 East Willow Street	Signal Hill	CA	90755	621,960
Denver DC	4600 Havana Street	Denver	CO	80239	149,986
Weston DC	2925 West Corporate Lakes Blvd	Weston	FL	33331	254,670
Atlanta DC	2500 Mill Center Pkwy-Dock A	Buford	GA	30518	550,000
Chicago DC	800 West Bryn Mawr	Itasca	IL	60143	401,990
Columbus DC	1331 Boltonfield St.	Columbus	OH	43228	199,763
Puerto Rico DC	Carretera 887 KM 3.0 Barrio San Antón	Carolina	PR	00987	104,980
Houston DC	6225 West By N.W. Blvd	Houston	TX	77040	250,176
Dallas DC	2220 North Highway #360	Grand Prairie	TX	75050	295,500
Seattle DC	6805 South 217th Street	Kent	WA	98032	217,550
Fremont Combo	6700 Automall Parkway	Fremont	CA	94538	476,177
Cincinnati Combo	4700 Mulhauser Road	Hamilton	OH	45011	245,000
Newville Combo	950 Centerville Rd	Newville	PA	17241	1,170,000



## **Delivery Network**

Our business-to-business delivery network utilizes ODP-owned trucks, UPS, and contracted third-party carriers, ensuring reliable nationwide coverage. We deliver over 100,000 orders daily, with an on-time delivery rate of 99.13% and a line-item fill rate of 99.22%. Orders for in-stock items placed by 3:00 p.m. local time are delivered within 1–2 business days to over 95% of the U.S. Next business-day delivery is available for more than 98.5% of U.S. business addresses.

## **Unique Capabilities & Logistics**

ODP Business Solutions sets itself apart through:

- **Advanced Inventory Management:** Real-time inventory visibility and analytics, with an average of 15,000 SKUs per DC.
- **Flexible Ordering Channels:** Online, phone, and fax ordering, with order holds up to 48 hours for approval processes.
- **Sustainability Initiatives:** Efficient routing, eco-friendly packaging, and ongoing efforts to reduce environmental impact.
- **Disaster Recovery & Business Continuity:** Robust plans and a cross-functional emergency response team ensure rapid recovery and uninterrupted service.
- **Order Tracking & Proof-of-Delivery:** Live tracking via our website, electronic signatures, and detailed order status updates.

Technology products may be returned in their original packaging within 14 days of purchase for a full refund. Opened computers, business machines, and software (with accessories and original packaging) can be exchanged for the same item within 14 days of purchase. Special order technology products and certain categories such as headsets, microphones, mice, and keyboards are not eligible for return or exchange. All exceptions and procedures are clearly communicated at the time of purchase.

## **Meeting Public Sector Requirements**

We tailor our services to meet the unique requirements of public sector customers, including:

- Flexible ordering and delivery options
- Compliance with special delivery needs and security requirements
- Support for government procurement processes and documentation
- Dedicated customer care teams and responsive service

## **Recent, Current, and Projected Volumes**

ODP Business Solutions delivers over 100,000 orders daily nationwide, supporting both public and private sector customers.

## **Reasonably Foreseeable Factors & Mitigation**

ODP Business Solutions continuously monitors for factors that could impact our ability to meet contract obligations, such as:



- **Supply Chain Disruptions:** We maintain strong supplier relationships, diversified sourcing, and robust inventory management to mitigate risk.
- **Natural Disasters/Weather Events:** Our disaster recovery plans, and distributed network enable rapid rerouting and continuity of service.
- **Labor Shortages/Transportation Delays:** We leverage a mix of private fleet, third-party carriers, and cross-dock facilities to ensure consistent delivery performance.

We are committed to proactive communication and rapid response to any unforeseen challenges, ensuring uninterrupted service to our customers.

### **Delivery Systems**

The Town of Greece, NY wants your orders when you need them. We have options to meet your needs. ODP Business Solutions offers deliveries the same business-day, next business-day, second business-day, or other schedules dependent on your location. Pick your option(s) when we implement your account or select your delivery from the date offered, up to 180 days at the time of order, depending on your ship-to location and the location of our nearest store to your location. Next business-day delivery of in-stock items is an option for more than 98.5% of USA business addresses.

You will benefit from:

- **Our Inventory:** ODP Business Solutions, LLC stocks, on average, 15,000 SKUs in each of our Distribution Centers. In addition, we consistently achieve over a 98% item fill rate company wide. More than 95% of all ordered items are shipped from our own inventory.
- **Order Cut-Off Times:** Orders for in-stock items received online/phone by ODP Business Solutions prior to 3:00 p.m. local time on a business day are delivered within the next two business days to your place of business. Faxed orders received by 1:00 p.m. Eastern time will be delivered within the next two business days.
- **Delivery Network:** ODP Business Solutions operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. We make deliveries with our own vehicles, contracted and dedicated third-party carriers, and national couriers to provide complete nationwide delivery coverage.

ODP Business Solutions fills and delivers over 100,000 orders each day with an on-time delivery rate and order accuracy rate of over 97% based on reconciled manifests. You benefit from this reliable and accurate performance.

### **Order Tracking and Proof-of-Delivery**

Track your order live using the "Order Tracking" feature on our website to check the status of your orders created or submitted to ODP Business Solutions. With this feature, you will be able to view the details of all your web orders. You can also retrieve and modify an order if it has not yet been filled and is still in the "Held by Customer," "Held for Review," "Held for Restrictions," or "Waiting To Fill" status. ODP Business Solutions uses MobileCast tracking system to capture electronic delivery signatures, which are posted online (on the ODP Business Solutions website) as proof of delivery.



## Supply Chain

Best-in-class supply chain – because you deserve nothing less

At ODP Business Solutions, our product availability and integrated global logistics systems never stop working to deliver an outstanding order-to-delivery experience. That's why we have one of the highest fill rates in the industry.

By leveraging the purchasing power of our world-class supply chain and national footprint, you can count on having the supplies you want when you want them. Our dedicated private fleet specializes in box, pallet, or desktop deliveries with free next business-day delivery on qualifying orders within our local delivery areas.

As a contract customer, you can ship to more than a million global locations and enjoy flexible delivery options. Simply use our mobile app to quickly research pricing, place orders, route approvals, and track shipments in one convenient place.

- Leverage shipping to more than a million locations, so you can get the supplies and solutions your business uses most.
- Tap into actionable analytics and data that enable you to maximize your network and further strengthen your supply chain.
- Enjoy desktop, box, or pallet delivery as a contract customer, including right-to-your-floor delivery and free next business-day delivery on qualifying orders within our local delivery areas.
- Check inventory levels, order history, proof of delivery, and online reporting in real time.
- Become a purchaser within minutes online or through your ODP Business Solutions account manager within 24 hours.

## c) Representation

How many Sales / Account Representatives does your company employ in the U.S.? Will we have a Single Point of Contact for overall account concerns? Do you provide Technology product experts on your sales staff? How will they be able to help a public agency support our network and users?

ODP Business Solutions employs 1,190 Sales Representatives in the United States, supported by a global workforce of approximately 19,000 employees. Our sales organization is recognized as industry-leading, combining both field and inside sales personnel to offer 360-degree coverage for our customers' needs.

### Technology Product Experts and Dedicated Technicians

Within our Technology Solutions division, we provide a nationwide field sales presence and a canvassed inside sales approach to managing customer accounts. Our technology sales personnel are uniquely experienced and partner with customers to identify and respond to all IT business needs. Customers have access to:

- Expert Technology Account Managers who serve as primary contacts for product information, literature, comparison data, and IT solution consultations.



- Dedicated Manufacturer and Product Category Specialists for deep expertise across more than 1.7 million technology products from over 1004 manufacturers.
- Professional Services Senior Consultants for consulting and implementation of solutions such as Autopilot and Intune.
- Customer Service Delivery Managers who provide ongoing operational oversight for all proposed services.
- FREE 24/7 online technical support for rapid resolution of technical issues and ongoing support for network and user needs.

#### **How We Support Public Agencies' Networks and Users**

ODP Business Solutions delivers a tailored engagement model for public sector clients, including:

- **Dedicated Engagement Teams:** Each public agency is assigned a transition team, including a Customer Executive, Transition Manager, Customer Service Delivery Manager, Professional Services Senior Consultant, and Project Manager.
- **Project Kick-Off and Planning:** The engagement begins with a project kick-off meeting to identify milestones, set objectives, outline roles and responsibilities, and confirm ordering methodologies.
- **Seamless Implementation:** The team manages all aspects of the contract transition, including operational data gathering, logistics, training, and on-site support.
- **Ongoing Support:** Regular meetings and progress reports ensure best practices, timely issue resolution, and continuous improvement.
- **Flexible Delivery:** Orders processed by 3 p.m. (EST) ship the same day, with multiple delivery options available (UPS Ground, Second Day, Overnight, Priority, Freight, or use of agency shipping accounts).

Our comprehensive approach ensures that public agencies receive expert guidance, reliable delivery, and ongoing support for their technology procurement and network/user support needs.

#### **d) Financial Strength**

Provide a copy of your company's most recent Annual Report or, if privately held, a copy of your most recent audited financial statements.

ODP Business Solutions is a financially strong, publicly traded company on NASDAQ (ODP), with annual sales of approximately \$7.83 billion. Our financial statements are audited by Deloitte & Touche. Additional financial information, including SEC filings and annual reports, is available at:

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

#### **e) Community Involvement**

What is your organization's plan for creating a positive impact in the local community and/or the wider community that may be impacted by your business operations? Please provide specific details, including



any existing partnerships with community organizations, initiatives, or programs aimed at improving social or environmental outcomes.

ODP Business Solutions is committed to social, corporate, and environmental responsibility. Our #depotdifference initiative empowers associates to support local communities through volunteerism and philanthropy, focusing on education, entrepreneurship, and community strengthening. We partner with organizations such as Boys & Girls Clubs of America, Feeding America, Habitat for Humanity, and the National Minority Supplier Development Council. Our Corporate Sustainability Report details our ongoing efforts in environmental stewardship and community investment.

Learn more: [ODP Corporate Sustainability Report](#)

### **Community Involvement**

At ODP Business Solutions, we are deeply committed to fostering positive change and supporting the communities where we live and work. Our dedication to community involvement is reflected in our comprehensive initiatives that span across various sectors, including public sector support, corporate social responsibility, diversity, and environmental stewardship.

### **Associations or Affiliations serving the Community**

ODP Business Solutions has relationships with a number of associations serving the community, as listed below:

#### **Corporate Social Responsibility**

- CSR Board
- Boston College Center of Corporate Citizenship

#### **Community Relations/Corporate Philanthropy**

- City of Hope National Medical Center
- Boys & Girls Clubs of America
- Feeding America, Inc.
- Ronald McDonald House
- American Red Cross
- Fisher House
- Black Chamber of Commerce PBC
- Miami Dolphins Foundation
- Dress for Success
- Equality Florida
- Habitat for Humanity
- Susan G. Komen
- United Way



- Urban League
- YMCA
- Hispanic Chamber of Palm Beach County
- Round It Up America
- Consortium of Florida Education Foundations
- Healthy Mothers Healthy Babies of PBC

#### **Diversity**

- National Minority Supplier Development Council (NMSDC)
- Diversity Information Resources
- Florida State Minority Supplier Development Council
- Georgia Minority Supplier Development Council
- Chicago Minority Supplier Development Council

#### **LGBT**

- National LGBT Chamber of Commerce (NGLCC)

#### **Veteran**

- National Veteran-Owned Business Association (NaVOBA)

#### **Environmental Stewardship**

- Business & Biodiversity Council
- Forest & Biodiversity Conservation Alliance

#### **Human Resources**

- National Retail Federation WorkLife Forum

#### **Supply Chain**

- Waterfront Coalition
- ICPA (International Compliance Professionals Association)
- Retail Industry Leaders Association
- Council of Logistics Management



- Canadian Association of Importers and Exporter
- Business for Social Responsibility
- ACMI (Arts and Creative Materials Institute)

#### **Women in Business**

- Women's Business Enterprise National Council (WBENC)
- Women's Business Development Center of Florida

#### **Education**

- National PTA
- Association of School Business Officials (ASBO)

#### **#depotdifference**

The ODP Corporation practices social, corporate and environmental responsibility, as evident in our evolving, refining, and aligning of the following areas — planet, people, community, and prosperity. Our current [Corporate Sustainability Report](#) provides a detailed glimpse into our practices.

#### **#depotdifference**

In 2018, we launched a new community investment initiative called #depotdifference. As our company continues to change and evolve in exciting ways, so too has the way in which we support the communities where we live and do business. #depotdifference brings an employee-centric, hands-on approach to empower us all to make a difference—all year round.

Through #depotdifference, The ODP Corporation—including Office Depot, ODP Business Solutions, and Veyer—is focused on issues and causes that not only align with our business, but that speak to who we are as an organization; a company that enables opportunities for people to succeed, no matter their challenges or circumstances. Specifically, the #depotdifference program supports nonprofit and community organizations through volunteer and philanthropic initiatives primarily impacting three areas of focus:

- **Empowering Education:** Supporting early childhood education, K-12 success and college/career attainment.
- **Championing Entrepreneurship:** Supporting organizations that foster diverse and minority-led small businesses and entrepreneurial leadership.
- **Strengthening Communities:** Supporting local communities through our commitment to volunteerism, associate engagement, disaster relief and diversity.

This is our mission and our goal. Each of these cause areas are supported by robust employee-led volunteerism, with a focus on celebrating diversity of all kinds. These annual investment programs engage thousands of associates and impact many of our largest communities.

- **Day of Service:** Our company's flagship volunteer celebration. On a designated day each spring, nationwide, associates, family members and friends of the ODP Corporation join in the fun of volunteering in their local community service project.



• **Start Proud!®:** Starting in 2018, Start Proud!® is our signature back-to-school philanthropic initiative. This program was created to help foster brighter beginnings for schools in low-income communities nationwide and to give students, parents and teachers the supplies they need to start the school year confident, prepared and proud. Start Proud!® celebratory assemblies are held at elementary schools across the nation, and include inspiring remarks, the distribution of backpacks and supplies for students, and special recognition and gifts for educators.

• **Season of Service:** While #depotdifference is a year-round initiative, our associates are especially active in their communities during the holiday season, when so many need extra support. To spread holiday cheer and put our passion into action, the Season of Service campaign includes heart-warming and meaningful volunteer and philanthropic projects.

• **Elevate Together®:** [Elevate Together | US Hispanic Chamber of Commerce](#) is a nonprofit initiative designed to address systemic discrimination and historical racial disparities in business growth and profitability in Black and Hispanic communities.

• **School Supply Drive in Partnership with Round it up America®:** Beginning in the summer of 2020, Office Depot® OfficeMax® stores nationwide began raising funds to support local Title I schools in communities nationwide. Thanks to the incredible generosity of our customers, we've raised millions to help teachers and school administrators get the supplies they need to keep school going—without reaching into their own pockets.

To learn more, enter keyword search, when visiting [The ODP Corporation newsroom](#) for our latest press releases. To view the site pages, Click underlined content and/or links.

#### f) References

The qualified Bidder shall submit a minimum of three (3) references for projects of current technology customers and must include customer name, address, contact, phone, email, number of years serviced, and nature of business relationship.

• Provide examples of successful partnerships with other public sector organizations.

#### Current Technology Customer References:

- **Customer Name:** Southern Illinois University, Edwardsville
- **Address:** Edwardsville, IL
- **Contact Name:** Mike Pulley
- **Phone:** 916-555-1234
- **Email:** [mpulley@siue.edu](mailto:mpulley@siue.edu)
- **Years Serviced:** 4
- **Relationship Description:** Annual volume of purchases of laptops, desktops, peripherals, and accessories totaling \$1.5 million.
  
- **Customer Name:** Deptford Township School District
- **Address:** 890 Bankbridge Road, Sewell, Gloucester County, New Jersey, 08080



- **Contact Name:** Mrs. Allison Lear
- **Phone:** 856-232-2713 \*2572
- **Email:** lear.a@deptfordschools.org
- **Years Serviced:** 2
- **Relationship Description:** Annual revenue of \$300K for Chromebooks and compute devices.
- **Customer Name:** The City of Pembroke Pines PD
- **Address:** 9500 Pines Boulevard, Pembroke Pines, FL 33024
- **Contact Name:** Frank Ford
- **Phone:** 954-743-1013
- **Years Serviced:** 10+
- **Relationship Description:** Annual purchases of computer hardware and services, cameras, and peripherals totaling \$350K+.

Can you share case studies that demonstrate your ability to meet complex procurement needs? Case studies showcasing our proven track record and expertise in handling intricate procurement requirements will be provided separately. These documents will offer detailed insights into our approach, solutions, and successful outcomes for clients with similar needs.

• What feedback have you received from public sector clients regarding your performance?

**References and Case Studies:**

Please see attached case studies.

- **Avison Young:** Implemented a national account structure for a real estate company, overcoming data collection challenges through a custom registration application, ensuring seamless account setup.
- **Tri Point Group:** Managed a complex integration for a major home builder, coordinating specialized billing for 18 entities and simultaneous go-live dates, ensuring on-time completion and stakeholder visibility.

*Feedback from public sector clients consistently highlights our responsiveness, ability to meet complex procurement needs, and commitment to customer satisfaction.*

g) Insurance Documentation

The qualified Bidder shall submit documentation meeting the outlined expectations in Appendix A: Requirements, Section B – Lead Agency Requirements.

ODP Business Solutions maintains all required insurance documentation and will provide certificates meeting the outlined requirements upon request. Please see the attached Evidence of Insurance.



## h) Verifiable Sales

Bidders must submit, at the time of bid submission, an attestation that:

- They have sold Rugged Technology and currently sell Rugged Technology, as described in Solicitation, Appendix B, Section F, 11. Scope of Work;
- They have sold, cumulatively, \$10 million in Rugged Technology and related products and services (as they relate to Lots 1 through 4) to US governmental entities within the last year from the date of solicitation release (July 22, 2024 – July 22, 2025) (if the \$10 million threshold has not been completely met through governmental entities, Bidders can supplement with sales in the private sector.);
- They are capable of selling and distributing Rugged Technology at volume and for multiple Participating Entities across the US; and
- They will submit 24COR-013GR Verifiable Sales or equivalent sales report data if they are the apparent awardee of the resulting Contract.

**In the aggregate, ODP Business Solutions meets the rugged technology requirements.**

## Technical Review of Technical Proposal

### 1) Contractor Points of Contact

Bidders shall provide for a complete list (utilizing 24COR-013GR Contact Information) of Contractor Points of Contact and the Bidder agrees that, in the event of staffing changes, the awarded Contractor shall notify The Town of Greece, NY's Point of Contact within 3 business days. Contractor Points of Contact will include, at a minimum:

- Contract Administrator – Bill Rigby, [bill.rigby@odpbusiness.com](mailto:bill.rigby@odpbusiness.com), 781-789-2909
- National Sales Representative – Micah Ferraro, [micah.ferraro@odpbusiness.com](mailto:micah.ferraro@odpbusiness.com), 865-306-2696
- Account Manager – Kathy Walsh, [kathy.walsh@odpbusiness.com](mailto:kathy.walsh@odpbusiness.com), 847-630-1094
- Emergency Contact – Micah Ferraro, [micah.ferraro@odpbusiness.com](mailto:micah.ferraro@odpbusiness.com), 865-306-2696
- Technical Questions Contact – Kathy Walsh, [kathy.walsh@odpbusiness.com](mailto:kathy.walsh@odpbusiness.com), 847-630-1094
- Issue Escalation Points of Contact – Strategic Support, [strategicsupport@odpbusiness.com](mailto:strategicsupport@odpbusiness.com), 800-279-1582

Escalation Resolution Timeframes: Issues not resolved on first contact are escalated through our Service Request (SR) process and addressed within 24-48 hours.

Authorized Subcontractor(s) (if applicable) – ODP Business Solutions fulfills the majority of orders directly through our own distribution network.

### 2) a) Implementation Process

Describe your company's process to ensure a successful implementation and ongoing success of this agreement. Is end user training included in your implementation program? Is there a cost for your program implementation if you are selected?



ODP Business Solutions will provide a dedicated engagement team to ensure the successful implementation and ongoing success of this agreement.

**Implementation Process:**

The engagement begins with the establishment of a transition team and a project kick-off meeting with all key stakeholders from The Town of Greece, NY. Together, we will identify project milestones and develop a jointly agreed-upon plan that covers all significant events—from contract award through full-scale service delivery. This plan enables us to:

- Set project scope and requirements
- Agree on short, medium, and long-term objectives and 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 strategies

**Transition and Implementation Support:**

Our team manages both field and remote services for the rollout of new technology hardware, services, and ongoing support. Key activities include:

- Assigning specific responsibilities to each team member
- Identifying clear progress milestones and outstanding actions
- Gathering all required information for a seamless contract transition
- Holding regular meetings and conference calls with support departments to share best practices
- Providing progress reports and updates on work completed and in progress

**Transition Engagement Team Responsibilities:**

- Organize all relevant operational information prior to going live
- Determine product usage and finalize contract lists
- Serve as a point-of-contact with The Town of Greece, NY team
- Visit customer sites as needed
- Outline logistics requirements and track delivery schedules
- Coordinate customer order method training
- Launch road shows at principal locations to outline contract benefits

**Transition Engagement Team Structure:**



- Customer Executive – Main contact and relationship owner
- Transition Manager – Oversees and manages the transition of all proposed services
- Customer Service Delivery Manager – Provides ongoing operational oversight
- Professional Services Senior Consultant – Delivers consulting services and supports end user IT equipment
- Project Manager – Oversees all aspects of technology refresh services

**Implementation Checklist:**

A comprehensive checklist details all operational aspects of the contract, facilitating communication and monitoring progress against agreed objectives, including:

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

**End User Training:**

Yes, end user training is included as part of our implementation program. Training is planned and delivered according to the needs of The Town of Greece, NY, ensuring users are fully supported during and after rollout.

**b) Account Management**

How will the national cooperative account with The Town of Greece, NY be managed? Are accounts segmented for representation? If so, describe how. Please provide experience for the representatives that will be handling our business on a daily basis.

ODP Business Solutions manages national cooperative accounts through a dedicated team of Strategic Account Managers and segmented representation based on region and account size. This structure ensures that each client receives tailored support and strategic guidance, with regular business reviews to drive ongoing success.

Our account management team is comprised of highly experienced professionals, each with a proven track record of delivering exceptional service:

- **Kathy Walsh, Account Development Manager, Technology**
  - 29 years with ODP Business Solutions
  - Manages partnerships, coordinates implementation, and provides strategic guidance
  - Collaborates cross-functionally to deliver value and ensures data accuracy
  - Recommends cost containment and new solutions, and leads quarterly business reviews



- **Bill Rigby, Director, Emerging Growth Technology**
  - 22 years with ODP Business Solutions
  - Assists with strategic management and resource deployment
  - Collaborates with supply chain teams and co-manages regional programs
- **Brian Abromovage, Vice President, Business Development Programs**
  - 16 years with ODP Business Solutions
  - Executes new programs, communicates solutions, and supports customer satisfaction
- **Micah Ferraro, Enterprise Business Development Manager**
  - 4 years with ODP Business Solutions
  - Introduces ODP partnership value, develops long-term solutions, and presents business reviews
- **Michael Tattersall, Director, Strategic Acquisitions**
  - 27 years with ODP Business Solutions
  - Partners on strategic management, resource deployment, and customer satisfaction
- **Jennifer Jimenez, Senior Sales Contract Manager, Public Sector**
  - 30 years in the industry, 25+ years with ODP Business Solutions
  - Manages Cooperative contracts for government, education, and public sector programs, including FoundationCCC, Omnia, NASPO, and University of California
  - Specializes in program development, cost containment, and seamless customer experiences
- **Strategic Account Customer Care**
  - Our Strategic Customer Care Pods are staffed by experienced professionals who understand your unique needs. Available Monday through Friday, 8:00 a.m. to 8:00 p.m. (Eastern Time), they assist with orders, returns, special orders, and account maintenance.
  - Contact: [strategicsupport@odpbusiness.com](mailto:strategicsupport@odpbusiness.com) or 800-279-1582

ODP Business Solutions is committed to delivering a seamless and efficient account management experience, ensuring your business receives the personal attention and expertise required for success.

#### c) Customer Service Coverage

What services does your Customer Service team offer and what hours are they available to assist Participating Entities and The Town of Greece, NY?



Our Customer Care Desk is available Monday through Friday, 8:00 a.m. to 8:00 p.m. EST, by phone, fax, online chat, SMS, and email. Services include order placement, returns, special orders, account maintenance, and technical support.

ODP Business Solutions Tech Support is available M-F from 7:00 am – 6:00 pm, Central Standard Time and can be reached at 888-2OFFICE (888-263-3423) by selecting the option for "Web Support".

#### d) Monitoring Customer Satisfaction

How does your company measure customer satisfaction?

Customer Satisfaction is measured through engagement surveys to capture NPS (Net Promoter Score) rating. 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.

ODP Business Solutions' NPS score is updated weekly and, as of the most recent reporting, stands at 76.5, reflecting our ongoing commitment to customer satisfaction and service excellence.

As of December 19, 2024, Veyer, our supply chain fulfillment and distribution services company, achieved an outstanding NPS score of 83. Both scores significantly exceed industry averages and underscore our dedication to delivering exceptional experiences across our businesses.

#### e) Business Reviews

Does your company provide Business Reviews? If so, how often will you meet with The Town of Greece, NY for program reviews? What performance measures are covered in these reviews?

ODP Business Solutions provides comprehensive Business Reviews on a quarterly and/or annual basis, tailored to meet the needs of each client. Our Business Review process offers a high-level summary that consolidates all relevant statistical information regarding our performance and service levels. We deliver client-specific performance data by geographic location or business unit and aggregate these reviews into a master report for your entire organization. This approach enables us to compare locations, identify best practices, foster innovation, and ensure all sites meet or exceed minimum standards.

Business Reviews are customized to include the specific format and metrics that The Town of Greece, NY wishes to evaluate. Our goal is to provide actionable insights, not just raw data. Each review is designed to demonstrate our progress in meeting your objectives, including achievement of corporate goals, IT and systems interface performance, delivery and service levels, customer satisfaction, compliance, rogue spend management, transition success, and strategic development.

The ODP Business Solutions account management team will assist The Town of Greece, NY by analyzing spending and usage data, providing a consistent quarterly focus to drive greater usage to your core product list, identify rogue spend, and analyze actual product usage.

#### **Business Reviews Include:**

- Customer's initial objectives
- Previous period accomplishments and objectives for the next reporting period



**Sales Statistics:**

- Purchases by product group
- Sales by location
- Average monthly sales
- Special categories

**Performance Measurements:**

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

**Independent Business Reviews:**

- Customer Focus Groups
- Customer Interviews
- Customer Telephone Surveys

ODP Business Solutions is committed to providing meaningful, data-driven business reviews that support your ongoing success and strategic goals.

**f) Reporting Capabilities**

In addition to discussing your capabilities in this area, please provide samples of your usage reporting. Can you provide specific reporting such as diversity usage and environmental usage reporting? Also, what reporting technology do you offer that allows our end users to download reports independently?

ODP Business Solutions can easily accommodate your reporting needs with a wide range of customizable options. Reports can be sorted and filtered by up to nine levels using fields such as:

- Customer Number
- Customer Product Code
- Customer Department Number
- ODP Business Solutions Product Code
- Catalog vs. Non-catalog products
- Contract vs. Non-Contract Products
- End-User Name of Desktop Location



- Merchandise Department
- Parent Number (for group roll-up)
- Ship-to or Location Number
- City, State, or Zip
- Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

**Report delivery formats:**

Reports can be delivered via paper, online, or email (Excel or CSV file).

**Available report types include (but are not limited to):**

- **Usage Reporting:** Item and dollar usage, descending dollar usage, times item sold, quantity usage, contract vs. non-contract, department number, desktop location, ship-to/location number.
- **Cost Savings Opportunity Reporting:** Product codes, merchandise department, product category, product description.
- **Order Method Reporting:** Internet, fax, phone, procurement card.
- **Distribution Cost Reporting:** Average order size by customer or location.
- **Product Reporting:** Minority products, recycled products, manufacturer name, product description, unit of measure, quantity and dollar amount sold for period.

**Online Reporting Technology:**

General account and order information is available through our BSD Website for a period of 12 months. Online reporting is user-friendly and provides immediate access to current data for authorized locations.

Key features include:

- Role-based visibility to information
- Live online business review tool Dashboard (available 24/7/365)
- Ability to create, analyze, and print usage Dashboard screens
- Spend management and control tools

During implementation, your designated Super User will assign end user access to the online Dashboard, ensuring secure and appropriate visibility.



#### **Diversity and Environmental Reporting:**

ODP Business Solutions offers specific reporting for diversity usage and environmental usage, including tracking of minority products and recycled products.

#### **End User Access:**

End users can independently download reports from the online Dashboard in Excel or CSV format, providing flexibility and control over procurement data.

*Sample reports are included as requested.*

#### g) Quality Assurance

What quality assurance programs does your company have in place today? Provide a brief overview.

#### **ODP Business Solutions Quality Assurance Overview**

ODP Business Solutions utilizes documented quality systems to define operating procedures and communicate our commitment to quality to associates, customers, and suppliers. While we are not formally ISO 9002 accredited in the U.S., our processes are aligned with universal quality standards and best practices to ensure exceptional service and product delivery.

#### **Key Elements of Our Quality Assurance Program:**

- **Performance Monitoring:**  
We continually monitor our performance through tools such as the Customer Service Index, Customer Report Card, and Customer Evaluation Survey.
- **National Network Support:**  
Our national and local teams—including Customer Service Representatives, National Account Representatives, and Sales Support—work together to deliver best-in-class service and on-time deliveries.
- **Three-Tier Documentation:**  
Our quality system includes policies, procedures, and detailed work instructions to ensure consistency and clarity throughout our operations.
- **Internal Audits & Corrective Action:**  
Regular internal audits are conducted, with corrective actions taken for customer issues, business changes, audit findings, and process improvement suggestions.
- **Continuous Improvement:**  
We foster a culture of continuous improvement, training associates in root cause analysis and problem-solving, and implementing initiatives such as our Perfect Order program and Alternate Sourcing process. These efforts have resulted in significant reductions in defects and backorders.

#### **Operational Objectives and Metrics:**

- 99% or better next-day/on-time delivery
- 98% order fill rate



- Customer returns arranged and picked up within 72 hours
- Inbound receipts processed within 48 hours

#### **Quality Control in Distribution Centers:**

- QA employees verify picking accuracy, check-weigh cartons, and inspect bulk items.
- Security and wholesale processes ensure proper labeling and routing.
- Loading verification with ring scanners and MACC reports.
- Random audits and shift-end inspections for productivity and quality reporting.

#### **E-Commerce and Customer Service Quality Control:**

- Standard implementation plans and post-integration surveys for every customer.
- Metrics such as Average Speed of Answer, Abandon Rate, and On Hold Time are tracked and shared during business reviews.

#### **Reporting and Business Reviews:**

- Quality control metrics, including fill rates and on-time delivery, are presented during regular business reviews, along with plans for ongoing improvement.

ODP Business Solutions is committed to 100% customer satisfaction and continuous improvement, ensuring that our quality assurance programs deliver reliable, efficient, and high-quality service to all our customers.

#### **h) Business Continuity**

Describe your process for ensuring your ability to maintain a business presence in the event of a disaster.

ODP Business Solutions understands your concern that an emergency could potentially prevent us from providing you with needed products and services. For this reason, a Business Continuity & IT Disaster Recovery Program enables us to continue services in the unlikely event that we experience an unplanned outage affecting our computer systems, telecommunication systems, or warehouse/shipping capabilities. These plans have been designed and maintained to ensure timely recovery from a disaster.

#### **Corporate Emergency Response Team**

A cross-functional team of corporate support personnel, representing 23 key departments, meets before, during, (when feasible, e.g., hurricane) and after a crisis or natural disaster to support our customers, associate teams, and communities. Team members are decision makers for their business units. Their mission is to protect company assets, which include the welfare of our associates, customer relationships, our buildings, merchandise, data, and our brand, and to resume operations as quickly as possible.

#### **Emergency Communication**

ODP Business Solutions utilizes an emergency mass communication system to quickly connect with associates before, during and after a crisis. This enables us to respond to critical emergency situations swiftly and ensure associate safety and minimize risk to our associate and business.

### **Business Continuity Plan Testing**

Our Business Continuity Plans have successfully been tested this past year through actual events and scenarios, i.e., hurricane, tornado, wildfires, and through formalized testing. The formalized plan tests were held this past year in March 2024 through December. A comprehensive examination of each plan validates, updates, and modifies our Business Continuity Plans to continuously develop and support our recovery strategies. Business Continuity Plan owners in each business segment are engaged in testing their recovery strategies, updating personnel, recovery teams, workspace, communication, internal and external dependencies, and IT applications needed. Our team plans a practice test of our business continuity plans annually for continuous development and plan improvement 2024. ODP Business Solutions utilizes Sustainable Planner as a platform to maintain and provide support for our business continuity plans and programs.

### **IT Disaster Recovery**

It is ODP Business Solutions' policy to maintain an effective IT Disaster Recovery strategy, ensuring the timely backup and recovery of infrastructure, applications and data under all circumstances, including natural disasters, major hardware and software failures, file deletion, virus or hacker attack. This IT Disaster Recovery Policy defines acceptable methods for disaster recovery planning, preparedness, testing, and mitigation of IT systems and services disruption at ODP Business Solutions. Our management is committed to a comprehensive disaster recovery program that reflects our changing environment and provides the highest service to customers, associates, vendors and facilities. To that end, all plans will remain flexible and consistently maintained to reflect the most current business critical operating requirements.

### **Telecommunications System Plan**

ODP Business Solutions has deployed a global multi-carrier private IP network that carries voice and data traffic, redundant high-speed Internet circuits, broad-band direct Internet/VPN data network for retail redundancy and telephony infrastructure for call centers, local services, long distance, fax and inbound toll free. Telecommunications systems have been designed with the ability to utilize secondary circuits and various geographic locations when necessary, limiting potential disruption to individual sites or impacted regions.

### **Distribution Contingency Plan**

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



#### i) Supplier Diversity Program

If applicable, provide an overview of your supplier diversity program.

##### **Supply Chain Strategic Supplier Network**

ODP Business Solutions, 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 small business development. Our Strategic Supplier Network is fully endorsed and supported by our executive management team and our Strategic Supplier Network 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.

Our company is committed to developing valuable relationships with businesses that are minority-owned, woman-owned, disabled-owned, LGBTQ-owned, veteran-owned, small, and HUB Zone businesses by providing maximum practicable opportunities for suppliers that offer quality, innovative, competitive, and cost-effective products, and services. Simply log in to our online ordering website [Strategic Supplier Network](#).

##### **Tier One**

The ODP Business Solutions Tier I Partnership Program is a strategic initiative designed to meet the increasing needs of our customers. This program offers a nationwide network of Tier 1 suppliers who are independently owned, B2B diverse-certified resellers. By partnering with ODP Business Solutions, customers can directly engage with these strategic suppliers, benefiting from their unique expertise and capabilities while advancing their own goals. 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:

- Brand association
- Purchasing power
- Efficient supply chain
- Marketing and training experience
- E-commerce platform
- Mentor-protégé support

Tier One customers benefit from:

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



### Vendor Diversity

Under the Vendor Diversity arrangement, customers purchase goods and services “directly” from the diverse and small business suppliers through ODP Business Solutions website. Example: The Town of Greece, NY 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 and small business companies that use our distribution capabilities to form a triangular relationship with customers who then receive Tier I credit for all 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 more than 2,100 products from diverse and small business suppliers in our Strategic Supplier Digital Catalog.

### Technology Products and Service Offerings

a) Technology Equipment and Supplies– Please provide an overview of your company’s technology offerings. Do you stock your own inventory or rely on wholesalers? How much total relevant inventory (as it relates to the Scope of the Solicitation) do you stock on-hand? What are your rolling average lead times? What is your approach to fulfilling rush orders? How do you handle orders your firm is unable to fulfill within a requested timeframe under the normal course of business?

### Technology Sales Overview and History

Today, ODP Business Solutions is a trusted leader in delivering comprehensive technology solutions, backed by decades of expertise in the technology sales and services market. The company’s background in the technology industry trace back to its early efforts to address the growing demand for innovative and reliable technology solutions, building a reputation for excellence and customer-centric services. In 2001, ODP Business Solutions purchased Solutions4Sure.com, Inc.; originally formed in August of 1998 based on 20 years of experience in the technology sales market. Tech solutions and services ODP Business Solutions operated under the “Tech Depot” brand as a wholly owned subsidiary with separate functionalities and capabilities (including but not limited to database use, operating platforms, account management, support services, distribution channels, billing methodologies, and personnel). Enhancements to the business model continued to be implemented, and in 2013, we completed 100% integration of the technology segment into its Business Solutions Division, as a fully supported adjacency. Effective June 30, 2020, ODP Business Solutions and its technology solutions and services line of business, Technology Solutions or Tech Solutions, became a subsidiary of The ODP Corporation.



ODP Business Solutions is recognized as a leading direct marketer of computer hardware, software solutions, and business services, serving thousands of businesses, government agencies, and educational institutions nationwide. Backed by the unequalled, multi-billion dollar buying power of The ODP Corporation, we foster and develop relationships with our customers that are unrivaled in the industry.



### **Technology Solutions**

Technology Solutions, a dedicated line of business within ODP Business Solutions, brings over 25 years of expertise in the technology industry. Its mission is to own, maintain, and expand its technology business by increasing market share and delivering innovative solutions. ODP's Technology Solutions operates through several specialized arms, each focused on addressing the unique needs of its customers. Central to driving business growth are the Field Business Development Team (BDM) and the Technology Inside Sales Organization (ISO) BDMs. These BDMs and technical teams play a critical role in bridging the technology gap between ODP's 1,300+ traditional sales representatives and the customer base, while also providing deep expertise and access to tailored technology solutions across all vertical markets. Supporting these efforts are the technology solutions and strategy teams, along with lead technology consultants, who are strategically aligned to specific product and segment categories. Together, these technology teams are responsible for selling and implementing ODP Business Solutions' technology products, solutions, and services across account segments. Additionally, they collaborate to support The Town of Greece, NY program, ensuring The Town of Greece, NY remains informed of any product updates or changes from manufacturers.

#### **Tech Solutions – Field BDMs**

The Field BDMs play a pivotal role in driving the technology business by adopting a broader, more comprehensive approach. These technology professionals are instrumental in bridging the gap between traditional ODP Business Solutions field representatives, general-line sales representatives, and our customer base. Field BDMs collaborate with general-line sales teams to conduct joint customer meetings, where they present and develop technology opportunities. These meetings serve as a critical platform for empowering the sales force to effectively identify, qualify, close, and implement technology solutions.

By engaging in solution-based, value-added field activities, BDMs deliver significant benefits to the customer's program. They actively support and promote ODP Business Solutions Technology Solutions while strengthening customer relationships, ensuring the delivery of tailored solutions that meet customer needs.

#### **Tech Solutions – Inside Sales Organization (ISO) BDMs**

At the foundation of the Technology Solutions sales structure are the ISO BDMs. This position reports to a Senior Inside Sales Manager within ODP Business Solutions' Technology Inside Sales Organization and exists as a highly technical, complex consultative selling role responsible for technology revenue growth and customer retention.

The Tech ISO BDM is intimately tethered to the customer-base by way of inbound and outbound value-added telephone and email correspondence, specifically focused in the areas of lead generation, account and product penetration, introduction of new product/services offerings, relationship building and invitations to training events (webinars, tradeshow, etc.). Our Tech ISO BDM serves as the front-line sales avenue of resolve for the ODP Business Solutions technology customer.

More importantly, the Tech ISO BDM serves as the common thread between the customer and the entire ODP Business Solutions sales force. This team is tasked with building relationships with all ODP Business Solutions sales and support personnel to increase customer development and retention efforts; with concentrated focus on partnering and effectively managing our customer's technology solutions needs. Vast exposure to vendors and vendor offerings is a key component of the Tech ISO BDM routine. This infuses the Technology Solutions arm of the ODP Business Solutions Inside Sales Organization with the most comprehensive yet concentrated base of technology expertise and knowledge available to our customers.

#### **BDM and Tech Team Training**

Considering the high degree of functionality, it should come as no surprise that the BDMs and Tech Teams are regarded as one of the most valued assets within the ODP Business Solutions' Technology Solutions framework. Each representative participates in an extensive training program prior to being



assigned and actively participates in subsequent ongoing training programs entailing ordering systems, technical product comprehension, sales and negotiation.

#### **Managed Services**

ODP Business Solutions has developed a comprehensive IT managed services portfolio to assist IT organizations in shifting their focus from maintenance infrastructure to investment in the core business.

Service Desk Management  
System Performance Management  
Hosted IaaS  
Release and Deployment  
Business Continuity Management  
Desktop as a Service (DaaS)  
Managed WiFi  
Mobile Device Management  
Hosted VoIP  
Information Security Management

#### **Technical Expertise**

Our staff includes experienced, highly-trained and certified product specialists for major products like Lenovo, Hewlett Packard, IBM and Cisco, and customer service technology specialists who provide knowledgeable guidance before, during, and after the sale.

ODP Business Solutions' technology account managers are trained to identify unique business needs and assist in finding the technology that best meets the specific requirements of today's market. Our account managers have built strong relationships with both the leading manufacturers and distributors in the technology industry, ensuring our technology knowledge is equal to our commitment to provide quality products, solutions, and services. Many account managers are certified by various manufacturers, including Microsoft, Cisco, Lenovo, IBM, and HP.

As a preferred technology customer, your Account Manager will be your primary contact for all that we have to offer. They can provide you with:

- Product information and literature
- Product comparisons
- ETAs on any backordered items
- Placing an order
- Tracking your order status
- Obtaining a Return Merchandise Authorization (RMA)
- Viewing a copy of your invoice
- Customizing your Extranet
- Any additional customer service issues

#### **Technology Delivery**

Your order will ship the same day if it is processed by 3 PM(EST) on that day. If processed after 3 PM(or on weekends/holidays) your order will ship the next business day. ODP Business Solutions currently utilized an omnichannel approach to sourcing and delivering our products. We own and operate 27 distribution centers across the continental U.S. In addition, we have multiple relationships with Distribution Channel Partners that grant us access to approximately (30) 'virtual' warehouse locations across the



continental U.S. As a result, we are able to deliver products to most customers, via UPS Ground, within 2-3 business days. ODP Business Solutions also offers 2nd Day, Overnight, Priority, and Freight delivery options. Your organization has the additional option of utilizing your own FedEx (or) UPS accounts to fulfill your shipping needs.

#### **PC Support & Network Installation Services**

ODP Business Solutions Technology Services takes on the burden of helping ensure that virtually any technology product is set up and working properly. Through ODP Business Solutions, customers can now have a one-stop shop for a wide variety of services, including PC tune-ups and repairs, wireless network installation, new software installation, TV installation, and even setting up a data protection and back-up plan for critical files.

All repairs and installations are completed by professional technicians, with services being performed either in a partner retail location, remotely through a secure Internet connection with the customer, or on-site at a customer's home or office, depending on the service.

ODP Business Solutions Technology Services includes, but is not limited to, the following:

- **Protection and Performance:** This service installs, updates and configures McAfee Virus Scan Plus and enhances your operating system to provide increased data security. Additionally, unwanted programs are removed to help speed up computer performance.
- **Diagnostic and Repair:** This service determines what type of computer problem(s) a user is experiencing and fixes non-hardware problems, including removal of viruses.
- **Software Installation:** Single title or suite of software
- **PC Tune Up:** Reviews and helps optimize over 100 settings on a PC to improve speed and performance of the system.
- **Data Protection:** This service installs software on a computer and creates an automated backup plan for use with a secondary drive. The plan defines the applicable data for backup as well as schedules a convenient time to run the backup on a regular basis.
- **Network Installation:** A technician will arrive at a customer's home or office and install a wireless router, set up a secure network, and connect two PCs or a single PC and one other device to communicate wirelessly.

#### **Technology Account Management**

ODP Business Solutions is proud of our industry-leading and highly respected 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 customers' needs. The sales team within Technology Solutions 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 IT business needs.

As an ODP Business Solutions customer whose procurement needs include technology, your account management team members are your primary contacts, who can provide:

- Product information, literature and comparison data
- Extranet customization
- Pricing analysis, review and design
- IT Solution consultations and bid response
- Pre-sales support; including product knowledge and order placement
- Post-sales support; including ETA attainment, return merchandise authorizations (RMA), order tracking and invoicing



## 1. Technology Delivery

Your order for in stock items will ship the same day if it is processed by 3 p.m. EST on that day. If processed after 3 p.m. (or on weekends/holidays), your order will ship the next business day. ODP Business Solutions currently utilizes an omnichannel approach to sourcing and delivering our products. We own and operate distribution centers across the continental U.S. In addition, we have multiple relationships with Distribution Channel Partners that grant us access to approx. (30) 'virtual' warehouse locations nationwide. As a result, we're able to deliver products to most customers, via UPS Ground, within 2-3 business days. ODP Business Solutions also offers Second Day, Overnight, Priority, and Freight delivery options.

### Technology Customer Service

Leading the charge to provide administrative-based sales support for all personnel within Technology Solutions is the Technology Sales Support Team.

This team's roles are vast and comprehensive and include (but aren't limited to) managing order fulfillment needs, identifying product availability within the ODP Business Solutions assortment of products and services, establishing price profiles, assisting in completing formal Bid/RFP responses, managing vendor Deal Registration protocols and submissions, providing expert-level assistance, and general account management sales support.

### Warranties and Protection

While most technology comes with a standard manufacturer's warranty, products often have predicted lifespans well beyond original warranties and service periods. From simple devices to commercial grade items, we offer protection that works as hard as agencies do. ODP Business Solutions provides world-class service and support to help protect most technology products.

- Up to 3-year coverage (select products and services)
- Next-day on-site service available
- Mechanical and electrical failure protection
- Normal wear-and-tear breakdown coverage
- Power surge protection
- Cracked printer screen protection
- Accidental drops and spills coverage
- Laptop battery replacement
- 24/7/365 customer service

### Range of Technology Offering

ODP Business Solutions provides our customer base with hardware, software, and business service solutions to fit IT procurement needs in the modern environment. Our omnichannel approach and advanced virtual warehouse modeling provides access to the latest technology products at highly competitive prices, while our comprehensive services and solutions ensure their availability for immediate shipment, delivering unmatched convenience and value.

We recognize that each customer's technology requirements are unique, and ODP Business Solutions is dedicated to meeting these needs through extraordinary access to the widest assortment of products and categories within the reseller space. This commitment is supported by our extensive supplier



partnerships, cutting-edge inventory management systems, and tailored solutions designed to ensure every customer finds exactly what they need, when they need it.

We strive to make your buying experience simple and straightforward by offering intelligent product choices, top brands and competitive prices via ODP Business Solutions' eProcurement platform. We deploy the most effective and knowledgeable technology sales personnel and will curate your procurement experience if/when an eProcurement solution is not the most advantageous to suit your technology purchasing requirements.

Our Tech Solutions is recognized as a leading direct marketer of computer hardware, software solutions, and business services; serving thousands of businesses, government agencies, and educational institutions nationwide. Backed by the unequalled, multi-billion dollar buying power of The ODP Corporation, we foster and develop relationships with our customers that are unrivaled in the industry; offering distinct advantages, including:

- 1.7 million tech products from more than 1004 manufacturers
- Expert technology sales and solutions personnel that utilize an 'Account Management' approach
- Access to dedicated manufacturer and product category specialists
- Key authorizations from top-tier technology manufacturers
- FREE 24/7 online technical support
- A customizable online experience that reflects your procurement needs and habits
- Access to a network of 40+ technology-based distribution centers nationwide
- Formal and informal bid request and price optimization support

### Technology Overview

At ODP Business Solutions, our enhanced e-commerce platform allows The Town of Greece, NY to view an expanded assortment of technology products. This assortment may be leveraged from one of our third-party wholesale distribution partners or our own stocked inventory. We make this one-stop-shop approach seamless to our customers, and we can do the same for you.

#### Full suite of technology products

We have access to over 1.7 million essential tech products that can help you address your business needs and make technology procurement easier than ever.

- Desktops, laptops, and tablets
- Peripherals and accessories
- Software, servers (towers, racks, and blades), and networking
- Displays and projectors
- Power, storage, and more
- Copiers, printers, and multifunctional machines
- Other general office equipment, including scanners, shredders, and calculators

ODP Business Solutions has strategic relationships with market leaders in the computer systems industry. Our technology solutions professionals are trained and positioned to meet the needs and demands of The Town of Greece, NY. Count on us to have the products and services you're looking for readily available.



The technology we offer comes with a standard manufacturer's warranty, and many of these products have predicted life spans that extend well beyond their original warranties and service periods. From simple devices to commercial-grade items, we offer protection that works as hard as you do.

- Up to 3-year coverage (select products and services)
- Next business day on-site service availability
- Mechanical and electrical failure protection
- Normal wear-and-tear breakdown coverage
- Power surge protection
- Coverage for accidental drops and spills
- Laptop battery replacement

### **SaaS**

Our state-of-the-art tech services can help your staff stay connected and productive.

From installation to repairs to software-as-a-service (SaaS) capabilities, ODP Business Solutions can assist you in navigating through the IT lifecycle to help you easily adopt and implement powerful solutions and ongoing services.

- Help connect remote employees while leveraging virtual technologies to generate more ideas and promote innovation
- Access cybersecurity solutions, device life cycle management, SaaS and more
- Count on thousands of field service technicians in the U.S. and Canada to help provide support — including helping solve complex IT challenges

### **2. Fast Fact**

With 38 years of experience in technology, we can help design, implement and support your entire ecosystem of hardware, software and digital assets.

Our technology solutions will help keep your organization on the leading edge.

- ODP Business Solutions is an established market leader in the technology space, and we can provide a range of comprehensive solutions, services, and support for your business.
- Choose technology products from 1,000+ top brands
- Choose from 1.7 million tech products from more than 1004 manufacturers — from scanners to shredders to software
- Count on our stocking capabilities at our U.S. distribution centers and five Canadian fulfillment centers — combined with our partner distributors

### **3. Fast Fact**

We leverage relationships with thousands of manufacturers to bring more solutions and buying power to your business.

ODP Business Solutions Technology Solutions takes on the burden of ensuring virtually any technology product is set up and working properly. Through ODP Business Solutions, customers will now have a one-stop shop for a wide variety of services, including PC tune-ups and repairs, wireless network

installation, new software installation, TV installation, and even setting up a data protection and back-up plan for critical files.

All repairs and installations are completed by professional technicians, with services performed either in an ODP Business Solutions location, remotely through a secure Internet connection with the customer, or on-site at a customer's home or office, depending on the service.

ODP Business Solutions Technology Solutions includes, but is not limited to, the following:

- **Protection and Performance:** This service installs, updates and configures McAfee Virus Scan Plus and enhances your operating system to provide increased data security. Additionally, unwanted programs are removed to help speed up computer performance.
- **Diagnostic and Repair:** This service determines what type of computer problem(s) a user is experiencing and fixes non-hardware problems, including removal of viruses.
- **Software Installation:** This includes installation of a single title or suite of software
- **PC Tune Up:** Reviews and helps optimize over 100 settings on a PC in an effort to improve speed and performance of the system.
- **Data Protection:** This service installs software on a computer and creates an automated backup plan for use with a secondary drive. The plan defines the applicable data for backup as well as schedules a convenient time to run the backup on a regular basis.
- **Network Installation:** A technician will arrive at a customer's home or office and install a wireless router, set up a secure network, and connect two PCs or a single PC and one other device to communicate wirelessly.

ODP Business Solutions, LLC is a highly qualified vendor for technology products, services and solutions. We can accommodate demand for product/services and fulfill obligations for our customers nationwide. ODP Business Solutions will provide the products and associated services offered in this RFP response through our complete catalog of products and services, including but not limited to the following categories:

#### Computer Hardware

##### 4. Servers, Desktops, Notebooks, Laptops, Tablets

Computers have become an absolutely essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Not only has the personal style of computers changed, but the processing power of these machines has consistently advanced under a 'doubling effect' (known as Moore's Law).



For example, the K-12 space has experienced significant impacts. Environments consisting of a single teacher operating a single desktop quickly morphed into an entire computer lab environment, augmenting the actual curriculum to include 'computer training' like any other field of study. Fast forward to the modern age and computers 'as a field of study' have shifted to computers 'as a learning tool.' One-to-one and BYOD environments are now a standard for the modern classroom, and the advent of the Chromebook is propelling us toward an Internet-based learning space.



Technology and its components are a universal language; all entities and organizations within all vertical segments depend on communication, research, and collaboration. Behind the scenes of every user-device (or 'client') is the device that manages them; the server. Servers are the backbone of the client device and are available in a wide variety of forms factors and functionalities. Tower, rack or blade designs can be infused with remote, power or safety management features, all of which make it possible to manage a network, share files across the user-spectrum, manage resource access rights, send/receive email, host a website, manage a cloud environment, or simply maintain smooth print management.



ODP Business Solutions has built strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of the modern-age public sector organization.

#### Small Customer Sites

Service Desk in a Box for Small Business is:

- 24/7 Remote Technical Support via phone and chat
- Team of Business Class IT support technicians
- Support for common off-the-shelf software, hardware, operating systems, internet browsers, and connectivity
- Tuning operating system level settings, cleaning out temporary or unwanted files, disabling unnecessary start-up items, installing the latest update to Windows
- Confirming that users have the latest patches and updates installed
- Diagnosis and removal of viruses, spyware, and other malware
- Configuration of security software and settings, including antivirus/antispyware and firewall; repairing driver conflicts
- Confirming that collaboration/productivity suites (i.e., Microsoft365, Google) launch and run correctly
- VPN, network, and peripheral connectivity issues
- Portal access will include chat ,access to self-service knowledge, and FAQs

#### 5. Procurement, Selling, Leasing and Asset Management as a service – Full end-to-end lifecycle management

DaaS is a model for business devices that combines both the hardware leasing and the end-to-end lifecycle services into a single, per-device monthly price based on a 24-month, 36-month or 48-month commitment. More than just traditional leasing, DaaS includes complete asset management, managed services, technology refresh options, and disposition for devices from any vendor.

In addition to a single, predictable price per seat per month, benefits of a DaaS solution are:

- Lower Total Cost of Ownership
- You choose the device
- One-stop shopping
- All-inclusive solutions



- Solution provided by a recognized industry leader
- Asset tracking and refresh planning
- Advanced exchange for break/fix support

### **Transition**

ODP Business Solutions will provide a dedicated engagement team to ensure that your technology solution is implemented successfully.

The engagement will proceed with the establishment of a transition team, at which time a project kick-off meeting will occur with all key organization stakeholders to identify project plan milestones. The plan establishes a jointly agreed set of activities and timetable between The Town of Greece, NY and ODP Business Solutions for all significant events, from awarding the contract to and including the start of full-scale service delivery. The plan enables us to do the following:

- Set project scope and requirements
- Agree on short, medium and long-term objectives and 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 strategies

The team will provide the following for transition and implementation of proposed field and remote services for the rollout of the new technology hardware, services, and ongoing support:

Each team member has specific responsibilities.

- Clear progress milestones are identified to show the outstanding actions for each task.
- The team gathers all the required information to ensure your contract transition is seamless.
- Regularly scheduled meetings and conference calls with team members from various support departments are held to provide best practice suggestions.
- Implementation team conducts meetings and provides reports to identify work to date and work in progress.

### **6. Transition Engagement Team Responsibilities:**

- Organize all relevant operational information prior to going live
- Determine product usage and finalize contract lists
- Act as a point-of-contact with The Town of Greece, NY team
- Visit customer sites
- Outline logistics requirements and track delivery schedule
- Coordinate customer order method training
- Launch road shows at principal locations to outline the benefits of the contract

### **7. Transition Engagement Team Structure:**

- Customer Executive – Main contact point and relationship owner between ODP Business Solutions and The Town of Greece, NY.
- Transition Manager – Oversees and manages the transition of all proposed services from The Town of Greece, NY and/or its current vendors to ODP Business Solutions.
- Customer Service Delivery Manager – Provides ongoing operational oversight for all proposed services
- Professional Services Senior Consultant – Provides consulting services and the stand-up for the Autopilot and Intune applications being used to support the new and existing end user IT equipment.
- Project Manager – Oversees all aspects of the technology refresh services for the 1,700 end users.

#### **8. Implementation Checklist:**

The checklist details all operational aspects of the contract, facilitating communication between all parties. It will provide a key method of monitoring progress against agreed objectives, which include:

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

#### **Asset Removal/Disposition**

Equipment removal is not included in the cost-per-page rate provided. However, ODP Business Solutions offers an Asset Disposition program to our customers, which is a service to remove technology hardware in a safe, secure, and environmentally preferable manner. Asset Disposition can include both technology equipment disposal and re-marketing services.

For The Town of Greece, NY -owned devices, ODP Business Solutions offers several disposition solutions:

- Data removal, equipment disassembly and recycling with no downstream liability to your organization. ODP Business Solutions can track downstream all electronic waste to ensure 100% of the products are reused or recycled.
- Electronic equipment can be reconditioned and then re-marketed back to your employees. Again, a portion of the proceeds can be returned back to your organization to help offset some of the up-front logistics costs.
- Reconditioned electronic equipment can be donated to an approved charity of your choice. The Town of Greece, NY may be able to take advantage of any available tax credits or deductions.

When devices are under lease agreements, manufacturers of devices are not responsible for ensuring customer data is removed. ODP Business Solutions Asset Disposition services can be critical in helping our customers comply with any applicable laws, regulations or policies. ODP Business Solutions is very willing to coordinate with The Town of Greece, NY's IT department to ensure appropriate levels of data security and sanitation.

ODP Business Solutions Asset Disposition offers a "white glove" service which would be able to take the leased devices at the end of the agreement and destroy all data in accordance with NIST standards. All certifications of destruction would be provided to The Town of Greece, NY for your records. We would then return the devices directly to the leasing agent.



Asset Disposition service pricing can be negotiated closer to the end of life of the devices. Our program is very competitive in the marketplace, and we can work with The Town of Greece, NY to develop a solution that satisfies your budget requirements. Typically, pricing for this service is only held on terms up to six months.

## Tech Connect

ODP Business Solutions, LLC a trusted leader in the supply space with an award-winning e-commerce platform, is proud to introduce ODP TechConnect, a supplemental website designed specifically to enhance the buying experience for technology-focused buyers and stakeholders. Built to meet the unique needs of school districts, ODP TechConnect offers a seamless, efficient approach to procure end-user devices and other essential technology.

### Key Benefits of ODP TechConnect

- **Technology-Centric Design:** Developed with functionality and design elements aligned with top technology competitors, ODP TechConnect delivers a highly intuitive, user-friendly experience that makes procurement easier and more efficient.
- **Customizable Standards:** Tailor the platform to meet your organization's specific requirements—customize approved device standards, define procurement workflows, and lock in negotiated pricing for seamless transactional buying.
- **Extensive Product Catalog:** Gain access to over 1.7 million technology-related items, ranging from thumb drives to enterprise servers, covering every requirement for your organization's tech ecosystem.
- **Effortless Device Procurement:** For this RFP, ODP TechConnect can feature pre-configured SKUs for end user's devices based on negotiated pricing and specifications, ensuring compliant, streamlined, and hassle-free ordering.

ODP TechConnect complements our robust ODP Business Solutions platform by delivering a focused technology procurement experience designed around organizational needs. This enhanced solution empowers your team to simplify processes, control costs, and make informed decisions to support your mission of equipping end users with the tools they need to succeed.

- **Overview of Technology Offerings:**  
Today, ODP Business Solutions is a trusted leader in delivering comprehensive technology solutions, backed by decades of expertise in the technology sales and services market. The company's background in the technology industry traces back to its early efforts to address the growing demand for innovative and reliable technology solutions, building a reputation for excellence and customer-centric services. In 2001, ODP Business Solutions purchased Solutions4Sure.com, Inc.; originally formed in August of 1998 based on 20 years of experience in the technology sales market. Tech solutions and services ODP Business Solutions operated under the "Tech Depot" brand as a wholly owned subsidiary with separate functionalities and capabilities (including but not limited to database use, operating platforms, account management, support services, distribution channels, billing methodologies, and personnel). Enhancements to the business model continued to be implemented, and in 2013, we completed 100% integration of the technology segment into its Business Solutions Division, as a fully supported adjacency. Effective June 30, 2020, ODP Business Solutions and its technology solutions and services line of business, Technology Solutions or Tech Solutions, became a subsidiary of The ODP Corporation.
- ODP Business Solutions is recognized as a leading direct marketer of computer hardware, software solutions, and business services, serving thousands of businesses, government agencies, and educational institutions nationwide. Backed by the unequalled, multi-billion dollar buying power of The



ODP Corporation, we foster and develop relationships with our customers that are unrivaled in the industry.

- **Do you stock your own inventory or rely on wholesalers?**  
ODP Business Solutions owns and operates 27 distribution centers across the continental U.S. In addition, we have multiple relationships with Distribution Channel Partners that grant us access to approximately 30 'virtual' warehouse locations nationwide. This omnichannel approach allows us to stock and deliver a wide assortment of technology products from both our own inventory and through our extensive partner network.
- **How much total relevant inventory (as it relates to the Scope of the Solicitation) do you stock on-hand?**  
ODP Business Solutions stocks, on average, more than 15,000 SKUs in our Delivery Centers across all product categories. For technology products, our customers benefit from access to over 1.7 million items through our own inventory and our extensive partner network.
- **What are your rolling average lead times?**  
Your order will ship the same day if it is processed by 3 PM (EST) on that day. If processed after 3 PM (or on weekends/holidays), your order will ship the next business day. We are able to deliver products to most customers, via UPS Ground, within 2-3 business days. ODP Business Solutions also offers 2nd Day, Overnight, Priority, and Freight delivery options.
- **What is your approach to fulfilling rush orders?**  
ODP Business Solutions offers expedited shipping options, including Second Day, Overnight, Priority, and Freight delivery. Your organization also has the option of utilizing your own FedEx or UPS accounts to fulfill your shipping needs, ensuring flexibility and speed for urgent requirements.
- **How do you handle orders your firm is unable to fulfill within a requested timeframe under the normal course of business?**  
ODP Business Solutions stocks nearly all catalog items, greatly diminishing the chance of a backorder occurrence. If a backorder does occur, we have three available options:
  - Source the product from an alternate distribution center
  - Utilize the local or national distribution channels of our wholesalers
  - Order direct from the manufacturer
- Alternate sourcing focuses on satisfying a customer's entire order request by providing product from an expanded set of fulfillment locations. Back-order notification will be communicated to you differently depending on how ODP Business Solutions receives your orders. Only those item quantities in stock will be delivered. Back-ordered items may be viewed through our website if placing orders online, and live order confirmation numbers will list any back-ordered items for web orders. For EDI and fax orders, order acknowledgments and confirmations will notify end users immediately of any backorder issues. When placing phone orders, back orders will be communicated by the Customer Care Professionals servicing your account. We recommend that The Town of Greece, NY identify a primary contact for each ship-to location in the event of a critical backorder.

#### b) Complete Catalog

Bidders shall provide their complete catalog of Products and Services within the solicitation scope for all Lots (mandatory) and Bidder has clearly designated Lots to their proposed Products and Services in 24COR-013GR Pricing Pages (Excel);



For a focused view of our technology solutions, we encourage you to visit ODP Tech Connect. Our complete catalog of products and services within the solicitation scope for all Lots is designated in the 24COR-018GR Pricing Pages (Excel).

<https://www.odpbusiness.com/l/services/tech-services/odp-tech-connect>

Login ID: GreeceTech

Password: GreeceTech1 (case sensitive password)

Publish Date: August 25, 2025

#### c) Technical Specification Sheets

Please provide technical specification sheets in a searchable .pdf or .docx file. The technical specification sheets for the proposed products references a specified and unique catalog item number or SKU and its designated proposed Lot;

For detailed specifications, please visit our Tech Connect site at:

<https://www.odpbusiness.com/l/services/tech-services/odp-tech-connect>

Login ID: GreeceTech

Password: GreeceTech1 (case sensitive password)

Publish Date: August 25, 2025

#### d) Inventory

Do you stock your own inventory or rely on wholesalers?

ODP Business Solutions is both a distributor and supplier, maintaining a robust coast-to-coast distribution and delivery network. We primarily stock our own inventory, with approximately 95% of all items ordered shipped directly from our own warehouses. This allows us to provide real-time inventory information on our website, reflecting actual stock-on-hand at the distribution center servicing your location. In addition to our own inventory, we also source select items directly from manufacturers to ensure our customers have access to a comprehensive range of products, including specialty and high-demand items. For products not available in our inventory or directly from manufacturers, we partner with two reputable wholesalers—Essendant and S.P. Richards—to further expand our product offering. About 5% of our orders are fulfilled through these partners.

Our fully integrated warehousing system and delivery network—including our own trucks, UPS, and dedicated third-party carriers—enable us to complete over 100,000 deliveries daily with a 97% on-time rate. Orders placed for in-stock items by the daily cutoff (3:00 p.m. local time for most channels) are delivered within two business days in our local delivery areas. Additionally, our website provides live, real-time inventory updates and will notify you if your order exceeds available stock, offering clear backorder options. Once you place an order, inventory is allocated and held for 48 hours to accommodate your approval process.

#### e) Delivery of Large Equipment

Do you have the capability to deliver large electronic equipment correctly and safely?

Yes, Standard Delivery Service is available for large technology items (greater than 70 lbs.). In most instances, there is no fee for standard delivery. These items are delivered by freight trucks that are



approximately 56 inches above the ground. These trucks are designed to load and unload items at a loading dock. Most items require a fork-lift.

#### f) Business-Ready Devices

How does your company provide business-ready devices to end user?

ODP Business Solutions provides business-ready devices to end users through the following methods:

##### **Extensive Product Access:**

ODP Business Solutions offers access to over 1.7 million technology products from more than 1004 manufacturers, including pre-configured SKUs for end-user devices based on negotiated pricing and specifications.

##### **Central Configuration Services:**

Devices are prepared by a group of bench technicians at our Paulsboro Advance Configuration Center, with daily system volume processed as determined by the project schedule.

##### **Efficient Fulfillment and Delivery:**

Orders processed by 3 p.m. (EST) ship the same day. ODP operates distribution centers across the continental U.S. and has access to approximately 30 virtual warehouse locations, enabling delivery to most customers within 2-3 business days via UPS Ground. Expedited shipping options are also available.

##### **Technology-Centric Procurement Platforms:**

ODP TechConnect, a supplemental website, is designed to enhance the buying experience for technology-focused buyers, offering customizable standards, streamlined workflows, and access to an extensive product catalog.

##### **Support Services:**

ODP provides 24/7 online technical support and customer service for technology products, as well as warranty and protection options, including up to 3-year coverage, next-day on-site service, and coverage for accidental damage.

#### g) Technology Customer Service

What support do you provide as Technology customer service? What hours and how do Participating Entities obtain that support?

##### **Comprehensive Administrative Sales Support:**

The Technology Sales Support Team manages order fulfillment, identifies product availability, establishes price profiles, assists with formal Bid/RFP responses, manages vendor Deal Registration protocols and submissions, provides expert-level assistance, and general account management sales support.

##### **Technical Support and Service:**

ODP Business Solutions offers world-class service and support for technology products, including:

- Up to 3-year coverage on select products and services
- Next-day on-site service
- Protection for mechanical and electrical failure, normal wear-and-tear, power surges, cracked printer screens, accidental drops and spills, and laptop battery replacement



- 24/7/365 customer service

**Online Technical Support:**

FREE 24/7 online technical support is available to all customers.

**Phone Support Hours:**

ODP Business Solutions Tech Support is available Monday through Friday, from 7:00 am to 6:00 pm Central Standard Time.

**How to Obtain Support:**

Participating Entities can reach Technology customer service by calling **888-2OFFICE (888-263-3423)** and selecting the option for "Web Support."

h) Hardware Sustainability, Data, Cybersecurity, Recycling, Warranty, Failure Rate, Testing

If you are recommending hardware (laptops/desktops/tablets):

• What are your sustainable qualities? (For example: do you recommend Energy Star/EPEAT products; do you use sustainable packaging; etc.?)

ODP Business Solutions is committed to environmental responsibility throughout our operations and product offerings, including the hardware we recommend such as laptops, desktops, and tablets.

**Our Sustainability Policy and Strategy:**

We have a global environmental policy to "buy greener, be greener, and sell greener." Central environmental teams initiate, integrate, and communicate environmental efforts, while core functions own the actions as described below:

**To Buy Greener:**

- Source greener products for resale, including technology hardware with recognized environmental certifications (such as EPEAT).
- Source greener papers and verify product environmental claims.
- Buy greener products for internal use.

**To Be Greener:**

- Reduce our waste footprint across all operations.
- Reduce our facilities and transportation carbon footprints.
- Reduce our water footprint.

**To Sell Greener:**

- Increase sales of greener products and solutions, including energy-efficient and EPEAT-certified hardware.
- Promote customer use of product take-back and recycling programs.
- Provide greener purchasing reports to customers.
- Engage stakeholders and report progress annually through our Corporate Sustainability Report.



### Transparency and Reporting:

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. Our sustainability metrics are reported annually and are available in our [Corporate Sustainability Report](#).

### Example Environmental Results:

- In 2024, 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 7.8 million ink and toner cartridges from customers.
- Achieved a recycling rate of 67% 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.
- Achieved a recycling rate of 45% of our total waste.

### New Sustainability Initiatives:

- **Packaging Innovations:** Reduce absolute plastic in private label packaging and e-commerce shipping operations by 20% by the end of 2027 (using a 2022 baseline). Implement How2Recycle labels in 100% of Private Brand Products by the end of 2025 (where space allows).
- **GHG Emission Targets:** 2030 science-based targets include a 46.2% absolute reduction in Scope 1 and 2 emissions, and a 55% reduction in Scope 3 emissions per USD.
- **Waste Reduction:** Achieve zero waste in 30% of our distribution centers by the end of 2025.

### Product Selection and Certifications:

When recommending laptops, desktops, and tablets, ODP Business Solutions prioritizes products with recognized environmental certifications (such as EPEAT), recycled content, and energy-efficient features, supporting our commitment to sustainability throughout the product lifecycle. Proof of EPEAT certification and other environmental standards is available through our [Greener Office page](#).

**For more information on ODP Business Solutions' environmental strategy to increasingly buy green, be green, and sell green, please visit [Sustainability Solutions for Business](#)**

How do you track and protect your data?

The specifics of how ODP Business Solutions protects its online properties are confidential.

ODP Business Solutions' Ecommerce sites utilize a number of security controls and tools to provide a best-of-breed defense against all types of threats. Tools and systems are monitored 24/7, both internal and external third-party auditing continually scan systems for vulnerabilities, and the entire environmental security controls are audited by outside parties annually. Please see the attached Security Posture Statement for additional information.



Please explain your cyber security capabilities.

The ODP Corporation aims for the highest standards of cybersecurity, covering robust protection for our customers' personally identifiable information (PII) and proprietary data. Our comprehensive approach to cybersecurity and risk mitigation is built upon industry-leading standards and aligns with the internationally recognized ISO/IEC 27001 security framework. Our information security program is both comprehensive and multi-faceted, overseen by our Chief Information Security Officer and carried out by a team of highly trained cybersecurity professionals. Our approach includes, but is not limited to:

- **Technical Controls:** Multifactor authentication, advanced antivirus and anti-malware, strong encryption (in transit and at rest), robust firewalls, and endpoint protection. We maintain established backup and recovery procedures, which are regularly tested to ensure business continuity.
- **Threat Detection and Response:** Our dedicated Security Operations Center (SOC) for 24/7 security monitoring and rapid incident response. We conduct regular internal and external penetration testing and have a dedicated incident response team that undergoes periodic scenario-based exercises.
- **Employee Awareness:** Ongoing security awareness initiatives, phishing simulations, and comprehensive training programs for associates and contract personnel foster a culture of vigilance.
- **Bug Bounty Program:** We encourage responsible disclosure of vulnerabilities by external researchers through our bug bounty program.
- **Governance & Third-Party Assurance:**
  - **Policies and Standards:** We maintain a comprehensive set of written policies and standards that align with ISO 27001 that govern our security practices and ensure compliance with relevant regulations.
  - **Risk Management:** We proactively identify, assess and mitigate risks in line with company policies and procedure, including performing periodic vendor risk assessments and evaluations for new technologies and providers.
  - **Annual Compliance Certifications:**
    - SOX IT General Controls audit (see Form 10-K: [ODP Investor Relations](#))
    - SOC2 Type II audit report for ODP Business Solutions customer selling systems
    - SOC1 report from our datacenter partner (ATOS)
    - PCI DSS Report of Compliance and Attestation of Compliance (AOC)
- **Continuous Improvement:**

Our security program is subject to regular executive and board-level reviews. We participate in intelligence sharing and continuously enhance our controls to address emerging threats and regulatory changes.

To protect customers and our Company, it is against Company policy to publicly release any specific information about our capabilities that could compromise the security of our environment or violate contractual or legal obligations. However, we are happy to provide additional documentation, such as our Statement of Information Security or our compliance reports, under a signed confidentiality agreement. Through these combined efforts, The ODP Corporation demonstrates a strong, evolving commitment to information security, ensuring the protection of our customers and the integrity of our business.

How do you recycle products?

ODP Business Solutions offers active national recycling programs for ink and toner cartridges, with collection centers available at all Office Depot and OfficeMax stores. We also accept discarded electronics for recycling at our retail locations and provide recycling incentives to retail customers.



For business customers, your Account Manager can connect you with organizations and resources to help you implement effective recycling solutions and achieve your sustainability goals. In addition, our Green Book digital catalog features a wide range of eco-conscious products and services, making it easy to identify and purchase environmentally preferable products.

ODP Business Solutions stocks thousands of eco-conscious products, including:

- Paper products with post-consumer recycled content
- Remanufactured ink and toner cartridges
- Binders made from recycled plastic
- Paper clips and garbage cans made from recycled metal

We also have a comprehensive Paper Purchasing Policy to increase the use of recycled materials in our paper products and to expand the range of eco-friendly options available to our customers.

Please describe warranty options.

#### **Warranties and Protection**

We offer multiple warranty options to meet the diverse needs of our customers. Depending on the device and the specific warranty selected, coverage may include:

While most technology comes with a standard manufacturer's warranty, products often have predicted lifespans well beyond original warranties and service periods. From simple devices to commercial-grade items, we offer protection that works as hard as agencies do. ODP Business Solutions provides world-class service and support to help protect most technology products, including:

- Up to 3-year coverage (select products and services)
- Next-day on-site service available
- Mechanical and electrical failure protection
- Normal wear-and-tear breakdown coverage
- Power surge protection
- Cracked printer screen protection
- Accidental drops and spills coverage
- Laptop battery replacement
- 24/7/365 customer service

Specific warranty terms and coverage will vary depending on the device and the warranty option selected. For more information on warranty options for a particular product or service, please contact us. Warranty and specification details are available in Tech Connect; once a device is selected, Tech Connect will provide the warranty and specs for that device.



What is the failure rate for your equipment?

While the failure rate can vary depending on the specific device or product category, our average equipment failure rate is less than 1%. We are committed to delivering high-quality, dependable equipment and supporting our customers with responsive service should any issues arise.

Do you have a testing process on your products?

ODP Business Solutions is a Distributor/Supplier, we are not a manufacturer.

ODP Business Solutions purchases branded products from reputable manufacturers with whom we have built long-term relationships and share a history of receiving high-quality products. In addition, our private-branded items represent national brand quality offered at a substantial discount in price to the customer. The products are tested and compared to the national brand whenever possible. Product quality is required to be equal or better than the national brand or equivalent. In fact, quite often the original manufacturer is actually the source for many of our private branded products.

While ODP Business Solutions does not conduct in-house product testing as a manufacturer would, we rely on the rigorous testing and quality assurance processes of our trusted suppliers and manufacturers. For our private-branded products, we ensure they are tested and compared to national brands and only offer products that meet or exceed those standards.

#### i) Cyber Security Plans

Please provide your cyber security plans and protocols (for evaluation purposes only; this will not be published in Section N, Technical Proposal).

The ODP Corporation maintains a defense in depth strategy when it comes to our security program. To protect customers and our Company, it is against Company policy to publicly release any specific information that could compromise the security of our environment or violate contractual or legal obligations with customers or vendors. However, we would like to share with you the following overview of how we approach cybersecurity and risk mitigation at our Company.

At The ODP Corporation, safeguarding our customers' information and maintaining the integrity of our systems are top priorities. Our information security program is built upon industry best practices and a multi-layered approach to risk management. We utilize multifactor authentication protocols to ensure that only authorized users can access our systems, adding an extra layer of protection beyond traditional passwords. Our environment is protected by advanced antivirus and anti-malware software, which is regularly updated to defend against the latest threats.

We operate a dedicated Security Operations Center (SOC) that provides monitoring and rapid response to potential incidents. To proactively identify and remediate vulnerabilities, we conduct both internal and external penetration tests, as well as periodic risk assessments on vendors and third parties. These assessments help us stay ahead of emerging risks and continuously improve our security posture. Our associates are a critical line of defense, so we invest in ongoing security awareness initiatives, including regular phishing simulations and comprehensive training programs. This ensures our Company is well-equipped to recognize and respond to potential threats. We also employ robust firewalls and endpoint protection solutions to defend our network and devices from unauthorized access and malicious activity.

Data protection is further enhanced using strong encryption protocols, both in transit and at rest, to safeguard sensitive information. We maintain a comprehensive set of written policies and standards that govern our security practices and ensure compliance with relevant regulations. In addition, we support a bug bounty program, encouraging external security researchers to responsibly disclose vulnerabilities, which helps us strengthen our defenses even further.



Through these combined efforts, The ODP Corporation demonstrates a strong commitment to information security, continually evolving and reviewing our program to address new challenges.

#### j) EPEAT or Equivalent

Please provide proof of devices meeting EPEAT or an equivalent environmental standard (e.g. laptops, tablets, etc.). The Lead Agency reserves the right to determine an equivalent environmental standard.

ODP Business Solutions is committed to supporting environmentally responsible purchasing and offers access to devices that meet recognized environmental standards such as EPEAT. Devices meeting EPEAT and other environmental standards are available through ODP Business Solutions, and proof of EPEAT certification can be found on our [Greener Office page](#), where EPEAT-certified products are featured.

Additional information about our sustainability initiatives, product certifications, and environmental standards can be found on the [ODPBS Sustainability Page](#) and in [The ODP Corporation 2025 Corporate Sustainability Report](#)

Participating Entities can select EPEAT-certified laptops, tablets, and other devices through our procurement platforms, ensuring compliance with environmental requirements.

#### k) Value-Added Services

Please include any additional factors which differentiate your organization.

#### **Value-Added Services and Organizational Differentiators**

ODP Business Solutions differentiates itself through expert personnel, extensive product access, advanced procurement platforms, rapid delivery, comprehensive support, and tailored account management.

#### **Human**

- **Dedicated Account Team:** Benefit from one of the largest service coverage footprints in the nation, equipped with the knowledge and tools to help you improve efficiency, optimize budgets, and stay informed about new and emerging business solutions.
- **Business Advisors:** Our solution specialists are focused on helping you achieve your business goals by providing powerful insights and recommending the right solutions. Our teams engage in continuous learning around industry trends to provide the most relevant service and support.

#### **Comprehensive**

- **Comprehensive Technology Provisioner:** Our offerings include a wide range of technology equipment, solutions, and services. We are committed to continuously expanding and adapting our technology portfolio to meet your evolving needs.
- **Wide-Range Business Services:** We provide technology conceptualization, optimization, and tailored solutions, allowing you to focus on your core mission while we support your evolving technology needs.



- **Product Authenticity:** We thoroughly vet our vendors to guarantee product quality and work with them to continually evolve our offerings, ensuring access to the most innovative products and solutions.

#### Forward Thinking

- **People, Planet, and Prosperity:** We offer sustainable products from brands like Ecolab and Diversey, green services such as recycling programs, and a vast roster of women- and minority-owned suppliers to help you achieve your environmental, social, and governance goals.
- **Innovation & Digital Platforms:** Innovation is at our core, with capabilities like custom digital platforms, mobile optimization, and dashboard analytics enhancing the client experience.

#### Accessible

- **Advanced Visibility & Reporting:** Access your purchasing history and financial metrics in real time with our user dashboard and mobile app. Place orders, approve, and create shopping lists on-the-go while ensuring compliance through spend tracking and category review.
- **Strategic Alliances:** We partner with cooperatives and buying groups to increase sourcing efficiency, providing access to a wide breadth of products and a world-class supply chain at contracted prices.
- **Customized Order Delivery:** We offer flexible delivery options—including subscription services, special handling, next-day, and free shipping—to ensure your teams receive exactly what they need, when they need it.
- **Extensive Supply Chain:** Our robust supply chain ensures timely and consistent delivery, helping eliminate downtime and maximize productivity.

**Technology Leadership & ODP TechConnect** ODP Business Solutions is more than a technology hardware provider—we are an established market leader in the technology space, offering a range of comprehensive solutions, services, and support:

- More than 30 years of experience in technology
- Technology products from 1,004+ top brands
- Trusted advisors to help solve complex IT challenges
- Cybersecurity solutions, device lifecycle management, Software as a Service (SaaS), and more

**ODP TechConnect** is our supplemental website designed to enhance the buying experience for technology-focused organizations:

- **Technology-Centric Design:** Intuitive, user-friendly interface for streamlined procurement.
- **Customizable Standards:** Tailor device standards, procurement workflows, and negotiated pricing to your needs.



- **Extensive Product Catalog:** Access over 1.5 million technology-related items from 1,004 manufacturers.
- **Effortless Device Procurement:** Pre-configured SKUs and negotiated pricing for compliant, streamlined ordering.

ODP TechConnect complements our robust platform by delivering a focused technology procurement experience, empowering your team to simplify processes, control costs, and make informed decisions.

For more information or to explore ODP TechConnect, please visit: <https://www.odpbusiness.com//services/tech-services/odp-tech-connect>

## Electronic Commerce, Ordering Tools & Methods, and Invoicing

### a) Internet Ordering

Please provide an overview of your Internet ordering solution. Discuss the significant features and benefits of your system.

- **Internet Ordering** - Please provide an overview of your Internet ordering solution. Discuss the significant features and benefits of your system. How would you ensure Participating Entities are getting the discounts as-bid and/or additional discounts achieved through negotiations or special offers?

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 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 demands efficient, streamlined operations. Our continually evolving online platform is designed to serve as a one-stop resource for technology procurement—enhancing productivity, reducing costs, and simplifying the management of your technology assets. With ongoing updates and enhancements, ODP Business Solutions consistently delivers added value and convenience through 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.
- **Email Approval Release** – online email order approval (when email format is HTML)
- **Price Verification** – see your net price on all items
- **Administrator User** – approved management 'super users can create and manage user profiles, ship-tos, restrictions, approvals, etc.
- **Group Login Identities** – optional single login for cost centers, locations, departments, etc.

- **SAML SSO vers 2.0 (Single Sign on) Supported**
- **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** – Fields may be renamed to accommodate customer billing and delivery requirements.

#### Easy to Use:

- **Shopping Lists** – create Corporate-wide and Personal shopping lists
- **Real Time Inventory** – make informed choices-based product availability
- **Online Backorder** – Notification when item is out of stock, User is presented with action and product alternatives.
- **Online Returns** – The most effortless method 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
- **Future Orders** – flexible delivery dates.
- **Predictive Search: Enter product description, ODP product code, manufacturer ODP will display appropriate options to reduce keystrokes.**
- **Refine Search**– narrow your Order Search by results by availability, brand, product, category, description, use, price, size, etc.
- Sort Search Results by: Core Vs Non-Core (Contract or Best Value) New Arrival, Price, Customer Rating
- **Compare Items** – side-by-side comparison, Price, rating, product attributes etc.
- **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

Our internet ordering solution is designed to provide customers with a seamless, efficient, and highly customizable procurement experience, supporting both everyday purchasing and complex organizational needs.

#### Ensuring Contract Discounts:

ODP Business Solutions' internet ordering platform is designed to ensure Participating Entities receive all discounts as-bid, as well as any additional discounts achieved through negotiations. Contract pricing is programmed into each Participating Entity's profile, so users automatically see their negotiated prices when shopping online. The system displays net pricing for all items, and contract or best value items are clearly identified with icons. Our customer service and account management teams also monitor pricing to ensure accuracy and proactively communicate any new or negotiated discounts to Participating Entities.



#### b) Automated Order Confirmation

All end users may require confirmation of orders placed with your company. How does your company fulfill this need?

Each of these ordering methods generates an order confirmation (acknowledgement) which will be provided to The Town of Greece, NY user as follows:

**Website ordering** – The confirmation will appear as the last screen(s) of the online ordering process providing all the information shown on the form below (which can be printed or saved), an email confirmation will automatically be sent to the email assigned to the user profile. User can elect not to receive the email and/or enter the email address of another person to receive notification.

**Telephone ordering** – The confirmation will be sent as an email or fax.

**Fax ordering** – The confirmation will be sent as a fax or email.

**cXML, xCBL, XML Ordering** – ODP Business Solutions can email an order confirmation to a default email address and/or the requestor email address if it is passed the purchase order transaction. Also, ODP Business Solutions may pass transaction specific order confirmations. If order is placed:

cXML or XML (ConfirmationRequest)

xCBL (Order Response)

**EDI** – ODP Business Solutions can email an order confirmation to a default email address and/or the requestor email address if it is passed the 850-purchase order transaction. Also, ODP Business Solutions may send EDI transaction 855 (Order Confirmation).

**Store purchases** – The receipt will show the actual prices charged (the lower of contract price or store price at the time of purchase) and the sales will be on the 12-month online order history and shown in all usage reports.

A sample of an emailed order confirmation follows:

Order Confirmation #1002040363-000

confirmation emails will provide details on all shipments.

**Order Summary**

Subtotal	\$96.02	<a href="#">View Order Details</a>
Delivery Fee	\$0.00	
Tax	\$7.49	
<b>Order Total</b>	<b>\$103.51</b>	

**Delivery**

<b>Address:</b> 1817 WOOD A OD DC WAREHOUSE ACCT 305 RIVERSIDE AVE CINCINNATI, OH 45209-2009 USA	<b>Phone Number:</b> 513-293-5111	<b>Fax:</b> 0000
<b>Ship to ID:</b> 0170		

**Billing**

<b>Account #:</b> 01017000	<b>PO Number:</b> A
<b>Payment Type:</b> Cash	

**Shipment 1 of 1**

Order #: 1002040363-000

Status: Held for Deposit

CO: TESTING

Your estimated delivery date is Wednesday, March 25, 2021

 <p><b>Staple X-27 Multi-Use Edge Paper</b> Order Size (8 1/2" x 11", 20 Lb. Bright White, Ream Of 500 Sheets, Case Of 10 Reams</p> <p>Item #116013 Unit Price: \$9.54/Case Qty Ordered: 1</p>	\$95.00
 <p><b>BC X Inkjet Printers/Selectable Ballpoint Pens, Medium Point, 1.0mm, Rounded Barrels, Black Ink, Pack Of 10</b></p> <p>Item #365734 Unit Price: \$19.00/Box Qty Ordered: 1</p>	\$19.00
 <p><b>Speedi-Fit File Folders, Letter Size, 1/3 Cut, Manila, Pack Of 500</b></p> <p>Item #315015 Unit Price: \$15.99/Box Qty Ordered: 1</p>	\$15.99

Subtotal	\$96.02
Delivery Fee	\$0.00
Tax	\$7.49
<b>Order Total</b>	<b>\$103.51</b>

Questions? We're here to help.  
Call 888-260-3421 (Toll-Free) 790-3429  
[Visit Our Help Center](#)

### c) Order Management/Approvals

Discuss your company's ability to manage or restrict purchases of certain product groups and/or items, (i.e., over a set dollar value, category, etc.). Can an order approval structure be used when restricted items are needed?

### Order Management/Approvals

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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.

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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:** Communicate program information and post your logo.
- **Set Spending Limits:** Create hierarchy restrictions, approvals, workflow process.
- **Email Approval Release:** Online email order approval (when email format is HTML).
- **Price Verification:** See your net price on all items.
- **Administrator User:** Approved management 'super users' can 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 a single login.
- **Core/Contract Item Identification:** Best Value or 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.

#### Approval Hierarchy and Workflow:

Our system offers an approval hierarchy capability, from a single approver up to 11 approval levels that can be accomplished within an approval workflow that can be set up and managed by the customer's authorized Administrator(s). Each approval level within a workflow can be directed to one approver or to a group of approvers. If an associate tries to order something beyond his or her dollar limit, our system will automatically send an email to the person's approver or approver group for approval, and an additional email will be sent notifying the associate and approvers when the order has been approved on their approval level. A proxy approver feature allows workflow approvers who will be out to designate someone else to approve on their behalf. Optionally, each workflow can be customized to bypass the approval process for orders that fall below a minimum dollar threshold, or for orders that contain only contract



items. This automated approval process is implemented in the beginning stages of your account or can be added at any time.

#### **Restriction Capabilities:**

- The ODP Business Solutions electronic ordering platform can be programmed to set dollar limits and product limitations by:
  - Account
  - Ship-to location
  - Purchase order numbers
  - Cost center/Dept.
  - Individual User (dollar limits only)
- Products that The Town of Greece, NY wishes to prevent from being ordered on the web can be blocked (exclusions) on an account-wide basis by employing one or all of the following restrictions:
  - Block Broad-based Department (e.g., business machines)
  - Block Narrow Classes and Subclasses (e.g., laser printers, inkjet printers, printing calculators)
  - Block Specific Items (e.g., HP LaserJet 8100 #747-474)
  - Set Item limitation (i.e., item not to exceed \$150)
  - Set Line-Item Limitation (i.e., line item not to exceed \$500)
  - Set Order Value Limitation (i.e., order not to exceed \$1,000)
- Inclusion lists may also be created at an account level to only allow purchase of items listed by:
  - Broad-based Department (e.g., business machines)
  - Narrow Classes and Subclasses (e.g., laser printers, inkjet printers, printing calculators)
  - Specific Items (e.g., HP LaserJet 8100 #747-474)

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

Alternatively, The Town of Greece, NY can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated approver with the authority to override all restrictions.

Within the ODP Business Solutions system, each end-user has a unique identification name and password to ensure that only that person is authorized to access the ODP Business Solutions catalog.



Each unique profile is tied to your specific accounting fields, ship-to locations, purchase levels, and spending limits.

#### d) Procurement Cards

Is your company capable of handling orders from customers who prefer to use a corporate procurement or credit card? If so, are you capable of providing Level III data on the credit card report?

We offer Level Two (II) up to Level Three (III) data for procurement card purchases. The details of level three data reporting are worked out between our customers and their respective banks. This includes such information as SKU number, quantity detail, purchase order number, department number, or other specified fields of information. We are able to pass along all specified information, according to your needs.

ODP Business Solutions can handle orders from customers who use Visa, MasterCard, American Express, and all other level three transactions. We currently utilize Direct Link software as our link to the credit card institutions for authorization.

Our ordering system AOPS gives us the flexibility to customize the ordering fields to correspond with a customer's terminology when placing orders and allows for immediate credit card authorization upon order placement. This flags problem orders due to inaccurate credit card numbers, invalid expiration dates, or restricted dollar limits.

#### e) Customization

Please advise how a contract-specific online catalog can be customized for Participating Entity/The Town of Greece, NY's needs.

ODP Business Solutions supports punchout and customer-hosted catalogs, allowing for a wide range of customizations to meet the specific needs of Participating Entity/The Town of Greece, NY. Our catalogs can be tailored to include custom product subsets, prioritized search results (such as highlighting contract or preferred items), item restrictions (including inclusion/exclusion lists), and dynamic pricing based on your contract. Catalogs can be delivered in multiple formats and are fully compatible with third-party procurement systems.

**Please note:** If a hosted catalog is required, Participating Entity/The Town of Greece, NY will need to sign the Hosted Catalog amendment and meet a minimum annual spend threshold of \$250,000. Hosted catalog files will only be provided to customers who meet these requirements. For all other customers, punchout and other catalog solutions remain available.

Additionally, features such as spending limits, approval workflows, and user-specific permissions can be configured to align with your organization's purchasing policies and workflow requirements.

#### f) IT Integration

Describe your company's computer system architecture to ensure consistent item selection, pricing, invoicing, and management reporting for your account customers. What is your experience with Third Party Systems (e.g., Peoplesoft, Ariba, etc.)? Do you have dedicated expertise to complete the integration? Please explain the timeline for this process.

Typical integration timelines vary depending on project complexity and customer requirements. We work closely with each client to establish and meet mutually agreed-upon implementation schedules.



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, 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 has extensive experience with both punchout and customer-hosted catalogs.

We have integrated punchout with more than 4000 customer relationships. We support CXML Punchout, OCI Roundtrip, and XML (Oracle) TapOut, as well as Transparent Punchout. We have the ability to implement:

- **Standard Punchout** (one login and password for all of an organization's users); all users see all order history and shopping lists
- **User-level Punchout** (separate logins for each user, allowing for personalized shopping lists). Users also would view only their own orders on 'Order History'.
- **Spend (demand) management functions** such as: the custom online catalog (custom subset of full-line catalog), set default search order prioritizing Best Value, restrict items and hide restricted items.

The advantages of punchout with ODP Business Solutions include dynamic pricing, viewable real-time inventory, enhanced search functionality, access to all features and functions of the ODP Business Solutions B2B website, the ability to view icons for contract and restricted items, and the spend management capabilities described above.

ODP Business Solutions currently supports over 230 customer-hosted and third-party-hosted catalogs. Ariba CIFs, Perfect Commerce PUPs and CUPS, and formats of most other third-parties are supported. We also support any flat file specification directly from customers. Hosted catalog formats are available as Excel or delimited files.

We can also:

- Supply a CD containing an Excel file of all items and/or item changes
- Zip and email the catalog directly
- Supply images (preferably via CD) of items in .jpg or .bmp format

#### g) Ordering Methods

Please describe the different tools and options offered public sector customers to place orders with your company.

Ordering Methods - Please describe the different tools and options offered public sector customers to place orders with your company.

With more than 38 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.

#### **Direct 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.

#### **h) Hours of Operation**

What are the hours of operation for your ordering system?

Our ordering system is available online 24/7. Customer Care is available Monday through Friday, 8:00 a.m. to 8:00 p.m. EST.

#### **i) Order Accuracy Percentage**

What is your order accuracy percentage?

ODP Business Solutions' Order Accuracy Rate for 2023 for total company delivery orders was 99.94% based on customer requests for replacements of incorrect items.

#### **j) Catalogs**

Does your company offer a variety of catalogs? If so, please describe.

#### **Business Reference Guide:**

Within the current guide, we provide our customers with detailed technology product descriptions, enhanced images, and an easy-to-read format and layout. Other features include color-coded section references to assist in locating specific technology categories and icons for product identification such as Made in the USA. Eco-labels and eco-attributes icons identify technology products that save resources, energy, or use safer chemicals.

**The Green Book® catalog:** This digital catalog is designed to educate customers and promote our wide range of eco-conscious technology products. The Green Book begins with an overview of ODP Business Solutions' GreenerOffice Rating system, followed by a summary of eco-labels and eco-attribute icons for saving resources and energy, and certifications for using safer chemicals. The catalog features a diverse set of eco-conscious technology products, each with color-coded green ratings, eco-attributes, and eco-



labels with explanations. Customers can click on each product to read its features and benefits, view videos, and see related content.

#### k) Technology Integration with Government Procurement

How does your technology integrate with government procurement systems?

ODP Business Solutions supports integration with government procurement systems through a variety of eProcurement platforms and customizable solutions. We have extensive experience integrating with leading systems such as Ariba, PeopleSoft, Jaggaer, Oracle, SAP, and others, using protocols like cXML, OCI, and EDI. Our dedicated integration team works closely with government clients to ensure seamless connectivity, accurate item selection, pricing, invoicing, and management reporting. We also provide ongoing support and formal bid assistance to ensure compliance with government procurement requirements.

#### l) Data Analytics and Reporting

Describe your capabilities in providing data analytics and reporting for procurement trends and cost savings.

ODP Business Solutions provides robust data analytics and reporting tools that empower customers to monitor procurement trends, identify cost savings opportunities, and make informed purchasing decisions.

We serve a number of clients within your industry nationwide, and our sales teams will work with you to benchmark best practice information and provide recommendations with cost/benefit analysis during Business Review meetings. Our experience working with your organization allows us to identify savings opportunities tailored to your needs.

#### **Customizable Reporting Capabilities:**

ODP Business Solutions can easily accommodate your reporting needs. Reports can be sorted and filtered up to nine levels using a combination of fields such as:

- Customer Number
- Customer Product Code
- Customer Department Number
- ODP Business Solutions Product Code
- Catalog vs. Non-catalog Products
- Contract vs. Non-Contract Products
- End-User Name or Desktop Location
- Merchandise Department
- Parent Number (for group roll-up)
- Ship-to or Location Number



- City, State, or Zip
- Product Categories
- Purchase Order Number
- Product Description
- Contact Name
- Order Source
- Customer Size

**Report Delivery Options:**

Reports can be delivered via paper, online, or email (Excel or CSV file), providing flexibility to meet your requirements.

**Available Report Types include, but are not limited to:**

- **Usage Reporting:** Item and dollar usage, descending usage by dollar or quantity, contract vs. non-contract, department or location-based reporting.
- **Cost Savings Opportunity Reporting:** Analysis by product code, category, and description to highlight potential savings.
- **Order Method Reporting:** Tracks procurement channels such as Internet, fax, phone, and procurement card.
- **Distribution Cost Reporting:** Average order size by customer or location.
- **Product Reporting:** Includes diversity (minority products), environmental (recycled products), manufacturer, unit of measure, quantity, and dollar amount sold for a given period.

**Online Reporting and Dashboard:**

General account and order information is available online for a period of 12 months through our BSD Website. Our user-friendly online reporting system provides immediate access to current data for authorized users and locations. Key features include:

- Role-based visibility to information
- 24/7/365 access to our live online business review Dashboard
- Ability to create, analyze, and print usage Dashboard screens
- Tools to manage and control spending

During the implementation phase, your designated Super User will assign end user access to the online Dashboard, ensuring secure and appropriate visibility.

ODP Business Solutions' analytics capabilities not only track historical spend and usage, but also proactively identify areas for cost reduction and process improvement, supporting your ongoing procurement and savings goals.



#### m) Security Measures

What security measures are in place to protect sensitive procurement data?

ODP Business Solutions is committed to maintaining the highest standards of data security and privacy, utilizing industry-leading technologies and processes to safeguard all sensitive procurement information.

The specifics of how ODP Business Solutions protects its online properties are confidential.

ODP Business Solutions' Ecommerce sites utilize a number of security controls and tools to provide a best-of-breed defense against all types of threats. Tools and systems are monitored 24/7, both internal and external third-party auditing continually scan systems for vulnerabilities, and the entire environmental security controls are audited by outside parties annually. Please see the attached Security Posture Statement for additional information.

#### n) Invoicing Options

Discuss the invoicing options your company offers. Explain your company's ability to provide one invoice that contains products across multiple lots and if this will align with Solicitation, Appendix B, Section F, 11. Scope, Invoicing.

#### **ODP Business Solutions Invoicing Options and Alignment with Solicitation Requirements**

ODP Business Solutions offers a flexible and comprehensive invoicing program designed to meet a variety of customer needs at the local, regional, or national level. Our invoicing capabilities align with the requirements outlined in Solicitation, Appendix B, Section F, including the ability to provide a single invoice that encompasses products across multiple lots.

#### **Invoicing Options**

##### **Individual Invoice Billing**

- An invoice is generated for each order placed by your end user at the time of order shipment.
- Invoices can be sent at daily, weekly, semi-monthly, or monthly intervals, either directly to the primary address or to "Ship-To" locations.
- Available in both paper and electronic formats (e.g., ePDF, eXLS, EDI).
- Standard invoice information includes:
  - Account Number
  - Order Number
  - Order Date
  - Ship Date
- Optional fields can be added, such as:
  - "Ship-To" ID
  - Department/Cost Center Information
  - P.O. Number



- Release Number
- Desktop Location
- Four customizable fields are available for specialized needs (e.g., cost center validation).

#### **Consolidated (Summary) Billing**

- A single, summary invoice is generated for all orders within a specified period (weekly, semi-monthly, or monthly).
- Consolidated invoices can include products across multiple lots and can be sorted, totaled, or have page breaks by any header option. Header titles can be renamed as needed.
- Delivery options include paper or electronic formats (ePDF, CSV, eTXT, eXLS). Electronic invoices can be transmitted via email or Managed File Transfer (MFT).
- Monthly consolidated billing requires an annual spend of \$60,000 or greater, with electronic delivery preferred.
- If you select consolidated/summary billing, payment must be made in full. Disputes are handled by Customer Service or your Sales Rep, with credits reflected on subsequent invoices.
- When sending payment, include the consolidated/summary invoice number on your remittance.

#### **o) Payment Terms**

What are your payment terms?

The payment terms for this account are Net 30 from the invoice date.

#### **p) EFT Payment**

Is your company capable of handling EFT payment? If so, what EFT formats (CTX, CPT, etc.) do you currently support?

Yes. ODP Business Solutions is capable of handling payments via many media types, including Electronic Funds Transfer (EFT). ODP Business Solutions has accepted EFT by means of the 820 document. Transfer time generally takes up to 2 days. We accept CTX and email formats, which includes the payment advice and remittance.

#### **q) Contract Compliance**

How do you ensure the products being shipped and the prices charged are compliant with our contract?

Our Contract Compliance Organization monitors agreements, maintains accurate customer setup, and ensures pricing integrity through regular audits and system controls. 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.



The ODP Business Solutions Contract Compliance Organization monitors all customer agreements. This shows The Town of Greece, NY our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.

ODP Business Solutions 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 which calendarizes the significant milestones of our legal agreements. This provides us with visibility to those commitments that are time sensitive. In addition to our system enhancements, our team of Compliance Managers are responsible for establishing a consistent schedule of inspection while ensuring that The Town of Greece, NY end users are receiving the service and pricing ODP Business Solutions has committed to provide.

In order to assist you in controlling costs and ensuring contract compliance, 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. Restrictions can be set up 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

Additionally, a maximum dollar amount restriction can be specified by account, department, order, line, or all of the above. We will establish a unique User Profile for every user you authorize to utilize the ODP site. Their profile will contain their contact, accounting, and delivery information as well as their ordering permissions, ensuring only authorized users can place orders within the contract parameters.

**Super User Account Management Capabilities** allow pre-appointed The Town of Greece, NY Super Users to control account management details such as:

- Managing users: creating, editing, activating, or deactivating
- Managing user visibility of products by attaching custom online catalogs created by ODP Business Solutions to individual users
- Managing and creating multi-tiered approval processes
- Controlling/monitoring accounting fields such as purchase orders or cost centers
- Adding and editing ship-to addresses
- Placing orders for otherwise restricted items
- Managing bulletin board messages

**Super User Authorized User Management** enables key permissions to be controlled on a user-by-user basis, including:

- Password management

- Ability to create orders on hold only or place orders
- Unit price dollar limit
- Line-item dollar limit
- Order total dollar limit
- Ability to override restrictions
- Management notification/approval requirements (single or multi-tiered approval process)
- Adherence to minimum order value
- Eligible and default ship-to addresses, department numbers, purchase orders, and release numbers
- Payment method controls
- History viewing capabilities
- Dashboard spend analyses access
- Access to the online billing module

**Standard User Benefits** include:

- Order and delivery tracking
- Online return requests
- Full line catalog, real-time product availability, and net pricing
- Online chat, customer service, and technical support from 8am – 8pm ET, with live chat or SMS assistance available 8am – 10:30pm ET

Through these comprehensive controls and user management capabilities, ODP Business Solutions ensures that only contract-compliant products are available for purchase and that all pricing is applied according to your agreement. Our system-driven approach, combined with robust user permissions and approval workflows, provides full transparency and accountability for every transaction, supporting your compliance and cost control objectives.

r) **Cost Reduction Initiatives and Tools** – Discuss any cost reduction tools and ideas that your company offers to reduce your customers' total procurement costs.

**Cost Reduction Initiatives and Tools**

ODP Business Solutions continuously recommends a variety of cost reduction programs. You may select from systematic programs that point out products The Town of Greece, NY can purchase to reduce spend while still allowing full access to all catalog/industry items. ODP Business Solutions also provides more aggressive forms of cost management, from showing money-saving alternates at time of order entry to using our collection of brand items as a base core and adding only vital non-private-brand items to the user mix, with various levels of control on non-core spend. We can also provide SKU Rationalization reporting during Business Reviews, providing recommendations with cost/benefit analysis for changes to your contract core items. We also share best practices and advise The Town of Greece, NY personnel



with recommendations for streamlining the organization's procurement process through order consolidation and other tools.

Our goal is to develop a long-term relationship with The Town of Greece, NY. A key deliverable is consistent evaluation of your purchasing trends. By adding new items purchased regularly by The Town of Greece, NY and deleting items that become obsolete, we create a dynamic core item list that is refreshed throughout the duration of the agreement. We will negotiate the new pricing with you, always demonstrating the benefit to your organization in making these changes.

### **Cost Reduction Savings Tools**

ODP Business Solutions is committed to providing The Town of Greece, NY with comprehensive cost reduction strategies through economic consulting and value-added solutions. Our approach focuses on program compliance, process improvement, and demand management to ensure maximum savings and efficiency.

### **Program Compliance**

ODP Business Solutions emphasizes the importance of compliance to our agreement, which leads to higher cost savings. We engage with all The Town of Greece, NY locations through training, account management, and local support. Key initiatives include:

- **Training:** Our local Account Managers and Net Conferencing sessions will educate The Town of Greece, NY locations on cost-efficient ordering practices. Ongoing support is provided by our Account Team, Internet help desk, and Inside Telesales team. Your ODP Business Solutions team will work with The Town of Greece, NY associates to streamline the ordering process through consolidation and automation.
- **Account Management and Local Support:** We ensure consistent service nationwide by providing local support during and after implementation.
- **Quarterly Reports:** Usage reports remind locations of their partnership with ODP Business Solutions, highlighting their role in the program's success.
- **Surveys:** After three months, we survey end-users to confirm expectations are met and identify concerns.
- **Compliance Reports:** Monthly reports analyze spend activity to identify potential maverick spend issues.
- **Customer Care Professionals:** ODP Business Solutions has developed a formal Customer Resolution Process (CRP). If a The Town of Greece, NY employee contacts our Customer Care team, and the Customer Care Professional (CCP) feels additional follow-up is required, the CCP will notify the local Account Manager and the Global Account Manager to address any outstanding issues.

### **Process Improvement**

In conjunction with The Town of Greece, NY's procurement initiatives, ODP Business Solutions would like to put together a strategic team to focus on streamlining processes centered on the technology program. The following concepts will need to be measured, analyzed, improved, and then controlled for consistency to realize actual savings:

- Pointing end users to low-cost versions of core products.

- Reducing consumption of non-strategic items.
- Moving high-volume items onto the core contract at favorable pricing.
- Removing inefficiencies in product selection and order placement.
- Increasing order size to boost productivity and reduce charges.
- Focusing on ergonomically appropriate products to avoid claims.

## Demand Management

ODP Business Solutions will use our technology and ordering system to drive The Town of Greece, NY end users to buy best value products. This can be achieved by electronically routing purchases to items that are of better value. ODP Business Solutions will continue to conduct analysis of the products purchased by The Town of Greece, NY and recommend the best assortment based on changing buying trends.

Below are detailed examples of highly effective demand management programs:

- **Case Study #1: Demand Management for Writing Instruments**
  - **Objective:** Develop and implement a demand management program for writing instruments (pens, pencils, highlighters, and markers) to streamline purchasing and reduce costs.
  - **Method:**
    1. Conducted a comprehensive usage report on approximately 1,000 writing instrument items.
    2. Identified different types of writing instruments required for daily tasks.
    3. Created a standards list by style, type, and price point, reducing the total items to 100, achieving a 90% reduction.
    4. Recommendations were sent to senior management for approval.
    5. Drafted and distributed internal communication to announce the program.
    6. Cross-referenced all non-standard products to standard products within ODP Business Solutions' system.
    7. Posted the standards list on the customer intranet website.
    8. Tracked usage on a monthly basis to ensure compliance and effectiveness.
    9. Provided quarterly savings reports to the customer.
    10. Reviewed usage regularly and made necessary adjustments.
  - **Results:** Achieved \$120,000 in savings in the first year by reducing the variety of writing instruments purchased and focusing on standardized, cost-effective options.
- **Case Study #2: National Remanufactured Toner Program**
  - **Objective:** Implement a mandatory national remanufactured toner program aimed at reducing costs and increasing overall minority spend.

- **Method:**
  1. Identified key areas and customers to test remanufactured toner cartridges.
  2. Distributed test cartridges along with a questionnaire to gather customer feedback.
  3. Provided merchandising with forecasts by various markets.
  4. Recommendations were sent to senior management for approval.
  5. Drafted internal communication outlining program goals and merits.
  6. Created an automatic substitution program within the order processing system.
  7. Tracked usage on a monthly basis.
  8. Provided quarterly savings reports to the customer.
  9. Monitored and addressed any quality issues or concerns.
  10. Developed a customer satisfaction survey for feedback.
- **Results:** Saved approximately \$1 million in the first year and increased overall minority spend by 40%.

#### Additional Tools and Strategies

- **Spend Management Tools:** ODP Business Solutions offers tools that help focus online requestors on cost reduction and drive compliance to corporate standards. These tools include aggressive options like item restrictions and automatic substitutions, as well as passive tools like best value item identification and custom shopping lists.
- **Usage Reporting:** Our custom online usage Smart Dashboard and order tracking tools assist in driving greater usage to the core list and identifying rogue spend.
- **Business Reviews:** We conduct detailed business reviews to achieve year-over-year savings and manage client contracts. These reviews provide performance data sorted by location and business unit and are customized to evaluate specific metrics chosen by The Town of Greece, NY.
- **Culture of Thrift:** ODP Business Solutions leverages its culture of thrift to manage internal costs and pass savings to customers. Our commitment to continuous cost reduction and efficiency improvements is reflected in our investment in tools and technology.

ODP Business Solutions is dedicated to enhancing performance, implementing cost reductions, and fostering continuous improvement through innovation. Our proven strategies and tools ensure that The Town of Greece, NY achieves significant savings and operational efficiencies.

#### Cyber Security Plan & Protocols

Qualified Bidders shall provide a copy of their cyber security plan and protocols to protect Lead Agency and future Participating Entity information (e.g., Personally Identifiable Information (PII), SOC 2, ISO 27001, ISO 27108, etc.).

The ODP Corporation aims for the highest standards of cybersecurity, covering robust protection for our customers' personally identifiable information (PII) and proprietary Company data. We have a comprehensive approach to cybersecurity and risk mitigation that is built upon industry-leading standards and specifically aligns with the internationally recognized ISO/IEC 27001 security framework.



We deploy a multifaceted, in-depth data security defense program that is led by our Chief Information Security Officer and implemented by a team of trained cybersecurity professionals to address cybersecurity risks, vulnerabilities, and to protect the Company's data assets. Through a combination of people, process, and technology, The ODP Corporation works to identify risks and apply risk mitigation and treatment to each risk in concert with the Company's policies and procedures.

For more information about our Information Security program and how it complies with regulatory requirements and industry standards, we invite you to review *The ODP Corporation Statement of Information Security*.



Third Party assurance of our program may be assessed through the following audits/reports and can be shared with a signed confidentiality agreement in place between interested parties (where applicable).

- [Opinion on Internal Control over Financial Reporting](#)

The Company's IT General Controls are audited annually as part of SOX testing. An external auditor Opinion on Internal Control over Financial Reporting is issued in the Company's Form 10-K which can be found here: <https://investor.theodpcorp.com/>

- [The ODP Business Solutions System and Organization Controls \(SOC2\) Report](#),

The SOC2 Type II audit report provides third party attestation on the effectiveness of the controls in place related to confidentiality and security of the Company's customer systems. This report is specific to our ODP Business customer selling systems (and excludes Copy and Print systems).

- [Atos Data Center SOC1 Report](#)

A SOC1 report is available from ODP Business Solutions' datacenter managing partner, ATOS.

- [Payment Card Industry Data Security Standard \(PCI DSS\)](#)

The Company maintains a Payment Card Industry Data Security Standard (PCI DSS) Report of Compliance (ROC) and an Attestation of Compliance (AOC). A copy of the AOC may be requested on an annual basis. (Applicable to Office Depot/OfficeMax and ODP Business Solutions entities)



## Conclusion

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### **We welcome the chance to collaborate with you.**

The future of work is changing fast — and ODP Business Solutions is ready to help The Town of Greece, NY stay competitive in the face of emerging and expanding challenges.

We know your business isn't like anyone else's. That's why ODP Business Solutions will personalize solutions that can help you achieve your business goals. You can rely on our experience, capabilities, and tailored approach.

When The Town of Greece, NY collaborates with ODP Business Solutions, you'll gain access to our expansive technology solutions and services. Trust that our advisors will be by your side, from strategy through execution.

Count on us to provide innovative, customized solutions — so you can adapt and answer shifting marketplace demands. We'll help you work smarter from anywhere, with collaboration, productivity, and hybrid-work solutions that deliver what The Town of Greece, NY requires, everywhere you want it.

Thank you for this opportunity to share how we can help The Town of Greece, NY succeed. ODP Business Solutions advisors are ready to support The Town of Greece, NY in shaping the future of work. Let's get started.



CORETRUST

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**SECTION 0 – COST PROPOSAL**



CORETRUST®



NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

**The TOWN OF GREECE, NY**

for

**RUGGED TECHNOLOGY, ANCILLARY PRODUCTS & RELATED SERVICES**

**SUBMITTAL DEADLINE: 3:00 p.m. EST, August 25, 2025**



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- Section B Lead Agency Requirements
- Section C Federal Contract Terms and Conditions
- Section D New Jersey Business Compliance
- Section E State Notice Addendum

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- Section H Requirements for National Cooperative Contract
- Section I Form of Master Agreement
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- Section K Form of Administration Agreement
- Section L Form of Master Intergovernmental Cooperative Purchasing Agreement
- Section M Lead Public Agency Certificate
- Section N Technical Proposal
- Section O Cost Proposal



**GENERAL CONTRACT DOCUMENTS AND INFORMATION**

The following sets forth the contract documents contained in this suite of documents as applicable to CoreTrust, Lead Agency, Supplier, and the applicable participating agency.

DOCUMENT	TITLE	PARTIES	PURPOSE
<b>APPENDIX A</b>			
Section A*	Participating Agency Requirements	Participating Agency, Lead Agency, and Supplier	These Sections provide the Participating Agencies and Lead Agency's respective statutory and regulatory requirements with which the Supplier must comply.  *Sections A and B may be modified as necessary to meet an individual participating public entity's statutory and regulatory requirements.
Section B*	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
<b>APPENDIX B</b>			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier's products and/or services offered to Participating Agencies.
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust's cooperative purchasing program to Participating Agencies.
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency's Participating Agencies to acquire Supplier's products and/or services through CoreTrust's cooperative purchasing program.
Section M	Lead Public Agency Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency's agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)  Sections N and O are designated for the Supplier's use when developing their technical and cost proposals.
Section N	Technical Proposal		
Section O	Cost Proposal		



### ORDERS OF PRECEDENCE

This contract is composed of the documents set forth in the Table of Contents. For purposes of this Solicitation, conflicts among these documents shall be resolved in the following order of precedence:

This contract is composed of the documents set forth in the Table of Contents. For purposes of this solicitation, conflicts among these documents shall be resolved in the following order of precedence:

1. Section F – Background & Scope
2. Section G – Submission Protocol; Evaluation; Award
3. Section A – Participating Agency Requirements
4. Section B – Lead Agency Requirements
5. Section C – Federal Contract Terms and Conditions
6. Section D – New Jersey Business Compliance
7. Section E – State Notice Addendum
8. Section K – Form of Administration Agreement
9. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement
10. Section I – Form of Master Agreement
11. Section N – Technical Proposal
12. Section O – Cost Proposal
13. Section H – Requirements for National Cooperative Contract
14. Section J – Master Agreement Acceptance Form
15. Section M – Lead Public Agency Certificate

For purposes of the awarded contract, conflicts among these documents shall be resolved in the following order of precedence:

1. Section A – Participating Agency Requirements
2. Section B – Lead Agency Requirements
3. Section C – Federal Contract Terms and Conditions
4. Section D – New Jersey Business Compliance
5. Section E – State Notice Addendum
6. Section F – Background & Scope
7. Section K – Administration Agreement
8. Section L – Master Intergovernmental Cooperative Purchasing Agreement
9. Section I – Master Agreement
10. Section N – Technical Proposal
11. Section O – Cost Proposal



**APPENDIX A – REQUIREMENTS**

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**SECTION A – PARTICIPATING AGENCY REQUIREMENTS**

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## SECTION B – LEAD AGENCY REQUIREMENTS

### General Information

This best value solicitation ("solicitation") is published by the Town of Greece ("Lead Agency") for the purpose of awarding a master cooperative purchasing agreement (the "Master Agreement") and creating a cooperative purchasing program that shall be available to Participating Agencies. The Lead Agency is awarding the master cooperative purchasing agreement. The number of "Participating Agencies" is unknown at the time of this solicitation.

### STANDARD CLAUSES FOR TOWN OF GREECE CONTRACTS

For purposes of the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract"), the contractor agrees to be bound by the following clauses which are hereby made a part of the contract. (the word "Contractor" herein refers to any party other than the Town of Greece (the word "Town" herein refers to the Town of Greece).

**1. SERVICES.** The Contractor shall perform the Services set forth in Attachment "A" ("Scope of Work") in compliance with the specifications and standards set forth in Attachment "A". The Town shall have the right to order, in writing, changes in the scope of the work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the Town and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties

**2. TERM OF AGREEMENT.** This agreement shall be for the term set forth herein, unless sooner terminated pursuant to the terms hereof.

**3. NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Town and any attempts to assign the contract without the Town's written consent are null and void.

**4. FEES.** The Town shall pay the Contractor the fees set forth in Attachment "B", in accordance with the terms and conditions of this agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The Town shall pay all applicable taxes; excepting, however, the federal excise tax and all state and local sales and property taxes from which the Town is exempt. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or designee, at the Town Office

**5. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement. If permits, governmental approvals or licensing is required to perform the services provided, the contract or agrees to apply for and obtain, at their cost and expenses such permits, approvals, or licenses.

**6. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the services or to perform the scope of work. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the Town, free from defects in design. The Town's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the Town, its successors, assigns, and users of the goods or services.

**7. NON-DISCRIMINATION REQUIREMENTS.** To the extent required New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with New York State Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen

who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract Contractor understand and has been advised that contractor is subject to fines for any violation of the Labor Law as well as possible termination of this contract and forfeiture of all moneys due hereunder for violations of the Labor Law. Not intending to limit the foregoing, the Contractor hereby certifies that in performing work or providing services for the Town, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for by law. Contractor shall comply with applicable federal and New York anti-discrimination laws, including but not limited to, the New York Fair Employment and Housing Act. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

**8. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. The Contractor agrees to provide payroll wage certifications upon submittal of each invoice for services performed. Failure to provide such certifications will result in delay of payment or non-payment by the Town. Also in accordance with New York State Labor Law section 220, the successful bidder must submit certified payroll transcripts. Said transcripts will be kept on file at the Greece Town Hall for no less than three years following the contract completion. Contractors are required to deliver subscribed and sworn payroll transcripts to the Town within 1 week after issuance of payroll. The transcript shall be accompanied by a statement under penalties of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each employee conform with the work he performed.

**9. NON-COLLUSIVE BIDDING CERTIFICATION.** Contractor affirms, under penalty of perjury, that its bid and or quote was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf. Contractor further states under penalty of perjury, that to the best of knowledge and belief:

a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

b. Unless otherwise required by law, the prices which have been quoted in this bid or quote have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor.

c. No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**10. TERMINATION OF AGREEMENT.** This agreement may be terminated by the Town by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.

**11. DOCUMENTATION.** As applicable, the Contractor agrees to provide to the Town, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the Town in its use of the Services provided hereunder.

**12. RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the Town and may be copyrighted by the Town. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the Town can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the Town. During the term of this agreement, certain information which the Town deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor

during the Contractor's engagement. Such Confidential Information may include, but is not limited to, employee information, computer programs, and data in the Town's written records or stored on the Town's computer systems.

**13. SET-OFF RIGHTS.** The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Town with regard to this contract, any other contract with any other Town department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Town for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Director of Finance.

**14. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and six (6) additional years thereafter. The Director of Finance of the Town and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the Monroe County, for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform The Town Clerk, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

**15. CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the Town and the Contractor shall be maintained on an accounting basis acceptable to the Town and shall be available for examination by the Town or its authorized representative(s) during regular business hours within one (1) week following a request by the Town to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the Town to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the Town in writing.

**16. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER AND/OR FEDERAL SOCIAL SECURITY NUMBER.** The contractor agrees to file an IRS form W-9 with the town prior to the commencement of the contract. Failure to supply such form is a condition precedent to the payment by the Town of any sums owed pursuant to this contract. All invoices or Town of Greece standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Department of Finance of the Town must include the payee's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Town of Greece standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**17. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Attachment "A", the terms of this Attachment "A" shall control.

**18. NON-APPROPRIATION OF FUNDS.** The Town of Greece intends to remit to the contractor all payments and other amounts for the full term provided the funds are legally available. In the event this contract is not granted an appropriation of funds at any time during the term of this contract and there is no other legal procedure or available funds by or with which payment can be made to contractor, and the non-appropriation did not result from an act or omission by the contractor, the Town of Greece may terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to the contract or of the Town of Greece, except as to the portion of the Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, the Town Supervisor, Director of Finance or Town Attorney shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by the Town of Greece, and (c) the Town of Greece you have exhausted all funds legally available to pay Payments. If the Town of Greece terminates this Agreement because of a non-appropriation of funds, the Town may not enter in a contract during the subsequent fiscal period, which



contract performs the same functions as, or functions taking the place of, those performed by the contract terminated by the Town, provided however, these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. The Town of Greece shall not terminate this Agreement in order to acquire services or equipment or to allocate funds directly or indirectly, that perform essentially the same function for which the original contract was intended.

If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the Town. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the Town, this agreement shall automatically terminate and the Town shall be relieved of any further obligation

**19. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Local Finance Law to the extent required by law. Interest will not be charged unless payment is not received 60 days after the Town received the invoice and all required paperwork is complete and in compliance with this agreement.

**20. ADVANCES.** The Town will not advance any retainer for goods and/or services unless the parties mutually agree.

**21. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.

**22. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Town in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**23. WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret. The contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach or fault of the contractor, its agents, employees or contractors. If a claim or action is made or brought against the Town and for which the contractor may be responsible hereunder in whole or in part, then the contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the contractor is responsible as a result of this section.

**24. INSURANCE REQUIREMENTS.**

The insurance requirements for all contractors of the Town are as follows. Not all may apply to this contract; refer to the Town contact person for clarification:

The Contractor shall procure and maintain at his own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Greece must be named as Certificate Holder and Additional Insured on all policies.**

Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

**A. WORKER'S COMPENSATION AND DISABILITY INSURANCE.** A policy covering the operations of the Contractor in accordance with the provisions of New York State Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as required to be covered by the provisions of the Workers' Compensation Law.

**B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.**

**(1) CONTRACTOR'S LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

**(2) CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the said Contractor for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the agreement. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in New York State such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and from which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly, related to employment of such person by the Contractor or by another person.
5. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.
7. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.



(3) **OWNER'S PROTECTIVE LIABILITY INSURANCE** issued to the Contractor and the Town of Greece, which covers the liability for damages imposed by law on the Town with respect to all work performed by the Town Contractor and his subcontractors under the agreement resulting from this bid offering.

C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount listed below.

D. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS.** The contractor shall procure at its own expense professional liability insurance for services to be performed pursuant to this agreement, insuring the contractor against malpractice or errors and omissions of the contractor.

The insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Unless otherwise specifically required by special specifications, each policy shall have limits as found in the attached matrix.

25. **SEVERABILITY.** The Contractor and the Town agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

26. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery and, if made by mail, shall be deemed complete on the earlier of the day of actual receipt or the expiration of two (2) business days after the date of mailing.

27. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" in any decision made by the Town on any matter in connection with which the Contractor has been retained pursuant to this agreement.

28. **REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**

A. If this agreement is funded by the Town, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

29. **REGULATIONS.** In addition to the above, and per Federal and State Regulations, the successful bidder must meet all Federal and State regulations regarding all New York State Department of Labor and OSHA safety regulations and standards. If applicable, New York State Department of Labor prevailing wage rates must be followed under this contract. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules that have been established, or may hereafter be established or increased, by the



New York State Department of Labor during the contract term. Wage schedules are in effect from July 1 through June 30, but may be amended throughout the period. It is the responsibility of the Contractor to pay per the current wage schedule. Please visit the New York State Department of Labor website at [www.labor.state.ny.us](http://www.labor.state.ny.us) for updated schedules.

**30. RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the Town. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the Town.

**31. TOWN REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the Town in the implementation of this agreement.

**32. GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

**34. ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**35. BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon ratification by the Town Board of the Town of Greece.

**36. AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.



**INSURANCE MATRIX**

CATEGORY	General Liability	Professional Liability (Errors & Omissions)	Work Comp & Disability	Vehicle Liability	Owner's Protective Liability	Contractor's Protective Liability
<b>Professional Services</b> Services provided by Engineers, Architects, Financial Consultants, Legal Consultants - typically requires an advanced degree.	X	X	X			
<b>Service Contracts</b> Non-professional services provided by contractors. If building repairs, Article-8 applies. If building services, Article-9 applies.	X		X	X		
<b>Construction</b> Building and infrastructure construction or repair, Article 8 applies.	X		X	X	X	X
<b>Organized Leagues</b>	X					

**Standard Insurance Coverage (Contracts up to \$1,000,000):**

Bodily Injury			Per			
Each Person	\$1,000,000		Chapter 41	\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000		of	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage			Workers'			
Each accident	\$1,000,000		Compensation	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000		Law	\$1,000,000	\$3,000,000	\$3,000,000
Service Performed		\$1,000,000				

Work with a value in excess of \$1,000,000 shall have \$3,000,000/\$5,000,000 for General Liability/Property Damage.

**Construction projects up to \$5,000; Service contracts up to \$20,000:**

Bodily Injury			Per			
Each Person	\$500,000		Chapter 41	\$500,000	\$500,000	\$500,000
Each Occurrence	\$500,000		of	\$500,000	\$500,000	\$500,000
Property Damage			Workers'			
Each accident	\$500,000		Compensation	\$500,000	\$500,000	\$500,000
Aggregate	\$1,000,000		Law	\$500,000	\$1,000,000	\$1,000,000
Service Performed		\$500,000				

**Service contracts up to \$5,000:**

Bodily Injury			Per			
Each Person	\$250,000		Chapter 41	\$250,000		
Each Occurrence	\$500,000		of	\$500,000		
Property Damage			Workers'			
Each accident	\$250,000		Compensation	\$250,000		
Aggregate	\$500,000		Law	\$500,000		

**Acceptable Forms**

General Liability	Town shall be listed as "Additional Insured", and the additional insured endorsement is to be provided along with the Certificate of Insurance.
Worker's Compensation Disability Benefits	WC/DB100; revised C-105.2 (9/07); U-26.3; SI-12; GSI 105.2. WC/DB100; DB-120.1; DB-155.



# TOWN OF GREECE

## PROPOSAL OR BID FOR PERFORMANCE OF MUNICIPAL CONTRACT

TO THE TOWN BOARD OF THE TOWN OF GREECE, MONROE COUNTY, NEW YORK:

The undersigned, desiring to interpose a bid for work to be rendered and/or materials to be furnished in connection with the purchase of:

### **RUGGED TECHNOLOGY, ANCILLARY PRODUCTS & RELATED SERVICES**

do accept all the terms, conditions and agreements contained and set forth in the Notice to Respondent dated August 25, 2025, and do certify, agree and propose as follows:

The undersigned declare that the only persons interested in this proposal (or contract) as principals are as stated; that the proposal is in all respects made without collusion or fraud; that no person is directly or indirectly interested therein that they (he) have (has) carefully examined the (location of the proposed work, the annexed proposed form of contract and the plans and) specifications therein referred to; and hereby propose and agree that if this proposal is accepted, that they (he) will contract with the Town of Greece in the materials (supply all necessary machinery, tools and apparatus) and do all of the work specified in the contract in the manner and time herein specified and to take in full payment therefore the following prices, to wit:

The undersigned agree to complete the (work/deliver) within 45 days. The full names and residences of all persons and parties interested in the foregoing bids and principals are as follows:

Texas

Dated: Austin, ~~New York~~, the 21st day of August, 2025.

By



# TOWN OF GREECE

## NON-COLLUSIVE BIDDERS CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, or with any competitor; and
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder, or with any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The foregoing is a true and correct copy of the resolution adopted by

ODP Business Solutions, LLC Corporation at a meeting of its Board of Directors held  
 on the 21st day of August, 2025.

**SEAL**

I hereby affirm under the penalties of perjury that the foregoing statement is true.



Signature \_\_\_\_\_

Joseph Brothers  
Typed Name



# TOWN OF GREECE

## INSURANCE STATEMENT

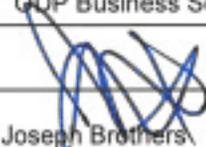
Bidder agrees as follows (please mark appropriate box):

Insurance Certificates (Liability, Disability, Workers Comp) as requested are attached.....[X]

I certify that I can supply insurance as specified if awarded the bid.....[ ]

Failure to provide specified insurance in the format required by the Town shall disqualify bidder.

Bidder Name: GDP Business Solutions, LLC

Signature: 

Print Name: Joseph Brothers

### TOWN CLERK USE ONLY:

Insurance Certificates and "Additional Insured" endorsement filed on:

- Liability Insurance Certificate \_\_\_\_\_
- Disability Insurance Certificate \_\_\_\_\_
- Workers Compensation Certificate \_\_\_\_\_



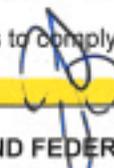
**SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS**  
*[Attachment to Follow]*





Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier partner agrees to comply with the above requirements when applicable.

Does vendor agree?  (Initials of Authorized Representative)

## 7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

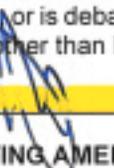
When required, supplier partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?  (Initials of Authorized Representative)

## 8. DEBARMENT AND SUSPENSION

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier partner certifies that supplier partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier partner further agrees to immediately notify CoreTrust and all Participating Agencies with pending purchases or seeking to purchase from supplier partner if supplier partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?  (Initials of Authorized Representative)

## 9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall 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 USC 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. As applicable, supplier partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

 Respondent's SIGNATURE

## 10. PROCUREMENT OF RECOVERED MATERIALS

For participating agency purchases utilizing Federal funds, Supplier partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may be required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does vendor agree?                      (Initials of Authorized Representative)

**11. PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using Federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, supplier partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, supplier partner agrees that the total price, including profit, charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree?                      (Initials of Authorized Representative)

**12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or 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 critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 are also prohibited.

Does vendor agree?                      (Initials of Authorized Representative)

**13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

**"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.

Does vendor agree?                      (Initials of Authorized Representative)

**14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES**

In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable recordkeeping and record retention requirements.

Does vendor agree?                      (Initials of Authorized Representative)





**SECTION D – NEW JERSEY BUSINESS COMPLIANCE**

*[Attachment to Follow]*



**NEW JERSEY BUSINESS COMPLIANCE**

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
Yes	Attachment 1	Ownership Disclosure Form
Yes	Attachment 2	Non-Collusion Affidavit
Yes	Attachment 3	Affirmative Action Affidavit
Yes	Attachment 4	Political Contribution Disclosure Form
Yes	Attachment 5	Stockholder Disclosure Certification
Yes	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
Yes	Attachment 7	New Jersey Business Registration Certificate

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

- (1) 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;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

*[Attachments to Follow]*



ATTACHMENT 1 – OWNERSHIP DISCLOSURE FORM
(N.J.S.A. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440, Respondent shall complete the form attached to these specifications listing the persons owning ten percent (10%) or more of the firm presenting the proposal.

Table with 2 columns: Respondent Full Name, Respondent Address. Values: ODP Business Solutions, LLC; 6600 North Military Trail, Boca Raton, FL 33496-2434

Please complete the below, as applicable:

I, [TO BE COMPLETED BY RESPONDENT], certify that I am the sole owner of [TO BE COMPLETED BY RESPONDENT], that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR

I, [TO BE COMPLETED BY RESPONDENT], a partner in [TO BE COMPLETED BY RESPONDENT], do hereby certify that the following is a list of all individual partners who own a ten percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of that corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership.

OR

I, Joseph Brothers, an authorized representative of ODP Business Solutions, LLC, a corporation, hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning a ten percent (10%) or greater interest in that partnership.

\*Note: if there are no partners or stockholders owning ten percent (10%) or more interest, indicate "None."

Table with 3 columns: NAME, ADDRESS, INTEREST. Row 1: None

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Authorized Signature (Handwritten signature)

Joseph Brothers
Printed Name

SVP, Strategy & Growth
Title

August 21, 2025
Date

ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)

Respondent Name:	ODP Business Solutions, LLC
Respondent Address:	6600 North Military Trail, Boca Raton, FL 33496-2434

State of New Jersey ~~Texas~~  
County of Travis

I, Joseph Brothers, residing in Austin in the County of Travis, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the SVP, Strategy & Growth of the firm of ODP Business Solutions, LLC, the Respondent making the Proposal for the goods, services, or public work specified under the 24COR-013GR Rugged Technology, Ancillary Products & Related Services attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Greece, NY relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

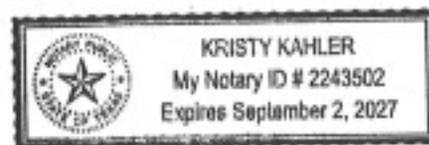
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by ODP Business Solutions, LLC.

Subscribed and sworn to  
before me this day

August 21, 2025

  
Notary Public Signature

My Commission expires 9/2, 2027

  
Signature  
Joseph Brothers  
Type or print name of affiant under signature

(Seal)



ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, c. 127)

<b>Respondent Full Name:</b>	ODP Business Solutions, LLC
<b>Respondent Address:</b>	6600 North Military Trail, Boca Raton, FL 33496-2434

**Proposal Certification:** Indicate below your company’s compliance with the New Jersey Affirmative Action regulations. Respondent’s proposal shall be accepted even if 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 Documentation:**

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval

OR

- (2) Certificate of Employee Information Report

OR

- (3) Employee Information Report Form AA302

**Public Work – Project Cost over \$50,000:**

- (1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or
- (2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Authorized Signature

Joseph Brothers

Printed Name

SVP, Strategy & Growth

Title

August 21, 2025

Date

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)**  
**N.J.A.C. 17:27**

**PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, shall 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 shall 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 shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall 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, shall 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.

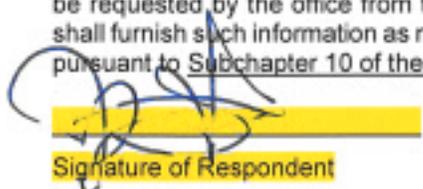
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or 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, and 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 shall 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).

  
Signature of Respondent



## ATTACHMENT 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 is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

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 shall 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 shall 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 [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They shall 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 shall 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) 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.**



## ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey 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 shall 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."





**ATTACHMENT 4**

**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:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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.

**ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** ODP Business Solutions, LLC

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 stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                              | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |   |  |

**Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.**

Stockholders:

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn to  
before me this day

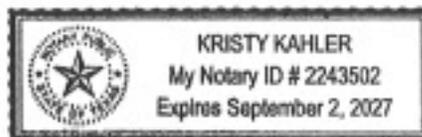
August 21, 2025

  
Notary Public Signature

My Commission expires 9/2, 2025



\_\_\_\_\_  
Affiant  
Joseph Brothers  
Type or print name of affiant under signature



(Seal)



**ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.



**ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)



**SECTION E – STATE NOTICE ADDENDUM**

*[Attachment to Follow]*

**STATE NOTICE ADDENDUM**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with CoreTrust and access the Master Agreement made pursuant to this solicitation, and hereby given notice of the foregoing solicitation for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	Commonwealth of Puerto Rico			

Lists of political subdivisions, local governments, and tribal governments in the above referenced states / districts may be found at <https://www.usa.gov/state-governments>. Notwithstanding anything to the contrary herein, the aforementioned lists are not exhaustive; to the extent any new public agency, entity, or political subdivision is formed after the publication date of this solicitation, such new agency, entity, or subdivision shall be deemed contemplated hereunder.

*[Remainder of page intentionally left blank.]*



**CITIES, TOWNS, VILLAGES, AND  
BOROUGHES INCLUDING BUT NOT  
LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND  
RECREATION DEPT., OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR

CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR CITY OF  
ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CIT OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY  
OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT



CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT

GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT



MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT

RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT



WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES  
INCLUDING BUT NOT LIMITED  
TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA,  
CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S  
OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF  
TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY  
DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT,  
OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE,  
OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR

LAFAYETTE CONSOLIDATED GOVERNMENT,  
LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION &  
VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE,  
OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS,  
LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S  
OFFICE, OR  
TILLAMOOK COUNTY GENERAL  
HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT



COUNTY OF SUMMIT, UT  
 COUNTY OF DAGGETT, UT  
 COUNTY OF SALT LAKE, UT  
 COUNTY OF TOOELE, UT  
 COUNTY OF UTAH, UT  
 COUNTY OF WASATCH, UT  
 COUNTY OF DUCHESNE, UT  
 COUNTY OF Uintah, UT  
 COUNTY OF CARBON, UT  
 COUNTY OF SANPETE, UT  
 COUNTY OF JUAB, UT  
 COUNTY OF MILLARD, UT  
 COUNTY OF SEVIER, UT  
 COUNTY OF EMERY, UT  
 COUNTY OF GRAND, UT  
 COUNTY OF BEVER, UT  
 COUNTY OF PIUTE, UT  
 COUNTY OF WAYNE, UT  
 COUNTY OF SAN JUAN, UT  
 COUNTY OF GARFIELD, UT  
 COUNTY OF KANE, UT  
 COUNTY OF IRON, UT  
 COUNTY OF WASHINGTON,  
 UT

**OTHER AGENCIES INCLUDING  
 ASSOCIATIONS, BOARDS,  
 DISTRICTS, COMMISSIONS,  
 COUNCILS, PUBLIC CORPORATIONS,  
 PUBLIC DEVELOPMENT  
 AUTHORITIES, RESERVATIONS AND  
 UTILITIES INCLUDING BUT NOT  
 LIMITED TO:**

BANKS FIRE DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BEND METRO PARK AND RECREATION  
 DISTRICT  
 BIENVILLE PARISH FIRE PROTECTION  
 DISTRICT 6, LA  
 BOARDMAN PARK AND RECREATION  
 DISTRICT  
 CENTRAL CITY ECONOMIC  
 OPPORTUNITY CORP, LA  
 CENTRAL OREGON  
 INTERGOVERNMENTAL COUNCIL  
 CITY OF BOGALUSA SCHOOL BOARD,  
 LA  
 CLACKAMAS RIVER WATER  
 CLATSKANIE PEOPLE'S UTILITY  
 DISTRICT CLEAN WATER SERVICES  
 CONFEDERATED TRIBES OF THE  
 UMATILLA INDIAN  
 RESERVATION

COOS FOREST PROTECTIVE ASSOCIATION  
 CHEHALEM PARK AND RECREATION  
 DISTRICT  
 DAVID CROCKETT STEAM FIRE COMPANY  
 #1, LA  
 EUGENE WATER AND ELECTRIC BOARD  
 HONOLULU INTERNATIONAL AIRPORT  
 HOODLAND FIRE DISTRICT #74  
 HOUSING AUTHORITY OF PORTLAND  
 ILLINOIS VALLEY FIRE DISTRICT  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-  
 OPH REGION 3  
 LOUISIANA PUBLIC SERVICE COMMISSION,  
 LA  
 LOUISIANA WATER WORKS  
 MEDFORD WATER COMMISSION  
 MELHEUR COUNTY JAIL, OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT  
 (METRO)  
 MULTNOMAH EDUCATION SERVICE  
 DISTRICT  
 NEW ORLEANS REDEVELOPMENT  
 AUTHORITY, LA  
 NORTHEAST OREGON HOUSING  
 AUTHORITY, OR  
 PORT OF BRANDON, OR  
 PORT OF MORGAN CITY, LA  
 PORTLAND DEVELOPMENT COMMISSION,  
 OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 OREGON COAST COMMUNITY  
 ACTION  
 OREGON HOUSING AND  
 COMMUNITY SERVICES  
 OREGON LEGISLATIVE  
 ADMINISTRATION  
 ROGUE VALLEY SEWER, OR  
 SAINT LANDRY PARISH TOURIST  
 COMMISSION  
 SAINT MARY PARISH REC DISTRICT  
 2  
 SAINT MARY PARISH REC DISTRICT  
 3  
 SAINT TAMMANY FIRE DISTRICT 4,  
 LA  
 SALEM MASS TRANSIT DISTRICT  
 SEWERAGE AND WATER BOARD OF  
 NEW ORLEANS, LA



SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY WATER DISTRICT  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT

DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT



MULTISENSORY LEARNING  
ACADEMY  
MYRTLE PINT SCHOOL  
DISTRICT 41  
NEAH-KAH-NIE DISTRICT  
NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL  
DISTRICT NO.101  
NOBEL LEARNING  
COMMUNITIES  
NORTH BEND SCHOOL  
DISTRICT 13  
NORTH CLACKAMAS SCHOOL  
DISTRICT  
NORTH DOUGLAS SCHOOL  
DISTRICT  
NORTH WASCO CITY SCHOOL  
DISTRICT 21  
NORTHWEST REGIONAL  
EDUCATION SERVICE  
DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL  
DISTRICT NOA6  
ORLEANS PARISH SCHOOL  
DISTRICT  
PHOENIX-TALENT SCHOOL  
DISTRICT NOA  
PLEASANT HILL SCHOOL  
DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL  
DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL  
DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL  
DISTRICT 1J  
SAINT TAMMANY PARISH  
SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT  
10  
SHERWOOD SCHOOL  
DISTRICT 88J  
SILVER FALLS SCHOOL  
DISTRICT 4J  
SOUTH LANE SCHOOL  
DISTRICT 45J3  
SOUTHERN OREGON  
EDUCATION SERVICE  
DISTRICT

SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT  
NO.55  
TERREBONNE PARISH SCHOOL  
DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL  
DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL  
DISTRICT  
WILLAMETTE EDUCATION SERVICE  
DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING &  
SCIENCE (AMES), UT  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS  
& MEDICAL  
SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY  
ACADEMY (BSTA), UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS  
ACADEMY, UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT  
DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY  
SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT



FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT,  
UT  
GATEWAY PREPARATORY  
ACADEMY, UT  
GEORGE WASHINGTON  
ACADEMY, UT  
GOOD FOUNDATION  
ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH  
SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE  
HIGH, UT  
JOHN HANCOCK CHARTER  
SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER  
PREPARATORY ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY  
ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI  
ACADEMY, UT  
MERIT COLLEGE  
PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT,  
UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT,  
UT  
MOUNTAINVILLE ACADEMY,  
UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING  
& SCIENCE (NUAMES),UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY  
ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT,  
UT  
NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE  
EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING  
ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE  
PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF  
SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL,  
UT  
UTAH SCHOOLS FOR DEAF & BLIND,  
UT



UTAH STATE OFFICE OF  
EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL  
OF PERFORMING ARTS AND  
TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL  
ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT,  
UT  
WASHINGTON SCHOOL  
DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF  
DISCOVERY, UT

**HIGHER EDUCATION INCLUDING,  
BUT NOT LIMITED TO:**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY  
COLLEGE, LA  
BIRTHINGWAY COLLEGE OF  
MIDWIFERY  
BLUE MOUNTAIN COMMUNITY  
COLLEGE  
BRIGHAM YOUNG UNIVERSITY  
- HAWAII  
CENTRAL OREGON  
COMMUNITY COLLEGE  
CENTENARY COLLEGE OF  
LOUISIANA  
CHEMEKETA COMMUNITY  
COLLEGE  
CLACKAMAS COMMUNITY  
COLLEGE  
COLLEGE OF THE MARSHALL  
ISLANDS  
COLUMBIA GORGE COMMUNITY  
COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE  
DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY  
HEALTH SERVICES

MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL  
MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE  
UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY  
SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY  
COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF  
REGENTS  
UNIVERSITY OF HAWAII-HONOLULU  
COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE  
SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC  
COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER  
EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE,  
UT



UTAH COLLEGE OF APPLIED  
TECHNOLOGY, UT

**STATE AGENCIES INCLUDING BUT  
NOT LIMITED TO:**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL  
EXAMINERS  
HAWAII CHILD SUPPORT  
ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF  
TRANSPORTATION  
HAWAII HEALTH SYSTEMS  
CORPORATION  
OFFICE OF MEDICAL  
ASSISTANCE PROGRAMS  
OFFICE OF THE STATE  
TREASURER  
OREGON BOARD OF  
ARCHITECTS  
OREGON CHILD  
DEVELOPMENT COALITION  
OREGON DEPARTMENT OF  
EDUCATION  
OREGON DEPARTMENT OF  
FORESTRY

OREGON DEPT OF  
TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF  
NURSING  
OREGON STATE DEPT OF  
CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION  
CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE  
OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL  
DISTRICT ATTORNEY  
STATE OF UTAH

**APPENDIX B – BEST VALUE SOLICITATION**

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**SECTION F – BACKGROUND & SCOPE**

**1. OVERVIEW**

This best value solicitation (“**solicitation**”) is published by the Town of Greece, NY (“**Lead Agency**”) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for Suppliers with related products and services (the “**Program**”) that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this solicitation (“**Respondents**”) and are awarded a Master Agreement are referred to throughout this solicitation and supporting documentation as a “**Supplier**.”

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC (“**CoreTrust**”), a public entity is a “**Participating Agency**” and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the **Master Intergovernmental Cooperative Purchasing Agreement** attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust’s cooperative purchasing program, the terms of this solicitation (and all documents attached hereto) shall control over all prior agreements with respect to such public entity’s enrollment in CoreTrust’s cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, you will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

**2. PRODUCTS AND SERVICES**

The Products & Services contemplated under this solicitation are as described below:

<b>Product &amp; Service Category</b>	<b>Product &amp; Service Description</b>
423430 and 511210	Rugged Technology, Ancillary Products & Related Services

**3. PURPOSE**

The Town of Greece is seeking bids from qualified vendors for Rugged Technology, Ancillary Products & Related Services to be supplied on an as-needed basis for a three (3) year contract with an option to renew for two (2) additional one (1) year terms. The selected awardee will enter into a national cooperative contract to be administered by CoreTrust and available to Participating Entities for use.



4. SCHEDULE OF EVENTS

The schedule provided in this solicitation is subject to change. The issuing party reserves the right to modify the timeline, including but not limited to deadlines for submission, evaluation periods, and the announcement of results. Any amendments or updates to the schedule will be communicated to all participants promptly through the official communication channels.

A Pre-Proposal Conference will be held on Monday, July 28, 2025 at 2:30 pm EST, via Microsoft Teams (link below) indicated on the event table, below. Interested Bidder(s) are encouraged to attend. It will be assumed that potential Bidder(s) attending this meeting have reviewed the Solicitation in detail and are prepared to bring up any substantive questions not already addressed by the lead agency.

The Pre-Proposal Conference will be accessible via Microsoft Teams. Interested Bidders can register via the following link: <https://events.teams.microsoft.com/event/06a924e5-9a65-47b2-8822-7affdc668be6@aa442213-be0d-427e-bd90-9c4a5e7ab4c8>

Event	Date
Issue Solicitation	July 22, 2025
Pre-Proposal Conference	July 28, 2025 via WebEx @ 2:30 PM EST
Deadline for Questions	August 4, 2025 @ 3:00pm EST
Deadline for Answers	August 11, 2025
Proposal Due Date	August 25, 2025 @ 3:00pm EST
Approval Date	Target September 2025
Contract Effective Date	TBD

5. TYPE OF CONTRACT

- A. As a result of this solicitation, the Lead Agency intends to award a contract to a single Supplier. The Contract shall be a Firm Fixed Price contract to provide maximum incentive for the awarded Contractor to control costs and meet and/or exceed performance expectations.
- B. The resulting cooperative Contract administered through CoreTrust will be available for use by Participating Entities.
- C. The anticipated starting date for any resulting contract is TBD, except that the actual contract start date may be adjusted unilaterally by the Lead Agency for up to three (3) calendar months. By submitting a signed proposal in response to the solicitation, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- D. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and City, the contract may be renewed by the Lead Agency for up to two (2) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of five (5) consecutive years.

6. MASTER AGREEMENT

- A. Master Agreement. A response to this solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of Master Agreement is attached hereto as Section I. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal



submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this solicitation is subject to the terms and conditions as provided in this solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **Master Agreement Acceptance Form** provided in **Section J** of this solicitation. Any proposed changes are subject to Lead Agency review and written approval.

The Respondent must submit a signed **Master Agreement Signature Form** with the response.

## 7. ADMINISTRATION AGREEMENT

- A. **Administration Agreement**. CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of **Administration Agreement** is provided as **Section K** hereto.

## 8. CONTRACT AS AN ASSET IN CORPORATE CHANGES

- A. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include CoreTrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

## 9. INTERCHANGEABLE TERMS

- A. For the purposes of this solicitation, the following terms are used interchangeably:
- Proposer
  - Supplier
  - Vendor
  - Offeror
  - Bidder
  - Respondent

These terms all refer to any individual or entity submitting a Bid, Proposal, or Response to this solicitation. The use of one term shall be understood to include all others unless a different meaning is clearly indicated by the context

- B. For the purposes of this solicitation, the following terms are used interchangeably:
- Bid
  - Proposal
  - Response

These terms refer to any formal submission by a respondent in reply to this solicitation, regardless of the procurement method (e.g., Invitation to Bid, Request for Proposal, Request for Qualifications). The use of any one of these terms shall be construed to include the others unless the context clearly indicates otherwise.



## 10. BACKGROUND

The Town of Greece is seeking proposals from qualified vendors for rugged technology on an as-needed basis. The resulting Contract award shall be available to Participating Entities looking to purchase rugged technology through a national cooperative Contract administered by CoreTrust. Therefore, this solicitation seeks a broad scope of rugged technology offerings, related products, and services.

The likely use case scenarios for rugged technology include, but are not limited to, firefighters, emergency response, law enforcement, education, and healthcare environments.

## 11. SCOPE OF WORK

The scope of this solicitation is for rugged technology. This will include, but is not limited to, fully- and semi-rugged hardware (e.g. laptops, tablets, smartphones, etc.) and related ancillary products (e.g. peripherals, components, accessories such as back-up batteries, vehicle mounts, displays, docking stations, etc.) and services (e.g. warranties, lost/stolen device location, imaging, asset tagging, etc.)

"Fully-rugged" shall be defined as hardware (such as laptops) built for extreme performance and able to withstand harsh conditions. These devices will be MIL-STD-810H (formerly MIL-STD-810G), rated for a diverse variety of stresses, extreme temperatures, and harsh environments. They will be drop resistant, shock resistant, dust resistant, and water resistant with an IP65 rating or higher. They will be able to tolerate a drop from a height in the four-to-six foot range while powered. They will support a long battery life; utilize a bright screen for use in bright sunlight; and maximize cooling for use in hot weather. For the purpose of this solicitation, there is no distinction between "fully-rugged" and "ultra-rugged."

"Semi-rugged" shall be defined as COTS (commercial off the shelf) hardware enhanced with rugged features. These will feature water resistant and scratch resistant screens. These will be capable of withstanding vibration, temperature, and moderate abuse.

"Ancillary Products" shall be defined as peripherals, accessories, components, or other items that are compatible for use with fully-rugged or semi-rugged hardware. These Products may include, but are not limited to, back-up batteries, battery charging stations, docking stations, vehicle mounts, printer kits, displays, charging cables, screen protectors, etc.

"Software, Warranties and Value-Added Services" shall be defined as warranty offerings including but not limited to single or multi-year terms covering hardware, drivers, customer support, break-fix, etc. **and** value-added services including but not limited to asset tagging, imaging, lost/stolen device location, software implementation, **DoD level wipe of hard drives, ITAD (IT Asset Disposition) warehousing**, etc.

Qualified Bidders must bid **all** the following Lots to be considered for award:

**Lot 1 – Fully-Rugged Hardware**

**Lot 2 – Semi-Rugged Hardware**

**Lot 3 – Ancillary Products**

**Lot 4 – Software, Warranties and Value-Added Services**

Qualified Bidders shall provide a full catalog of products and related services that meet the scope of the solicitation.



Qualified Bidders shall provide complete technical specification sheets of all proposed devices (such as laptops or tablets).

Qualified Bidders shall provide 24COR-013GR Pricing Pages (Excel) to provide the complete, itemized list pricing of their in-scope catalog offerings, and they shall provide a percentage discount bid against each Lot under the Category Discount tab as their Cost Proposal. The percentage discount will be limited to two decimal points (for example: 15.25%).

Discount percentages may be increased, but never decreased, during the term of the resulting Contract and any extensions.

#### Current Products:

All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Newer versions released may be proposed during the term of the resulting Contract.

#### Product Recalls:

In the event of any recall notice, technical service bulletin, or other important notification affecting Product purchased from the resulting Contract, a written notice shall be sent to the CoreTrust Point of Contact. It shall be the responsibility of the awarded Contractor to ensure that all recall notices are sent directly to the CoreTrust Point of Contact.

#### Defective Product:

All defective Products shall be replaced and exchanged by the awarded Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the Participating Entity within seven (7) days of initial notification regardless of whether the defective product has been received by the contractor.

#### EOL Products:

The awarded Contractor shall provide written notice for Products that are End of Life (EOL) to the CoreTrust Point of Contact. The CoreTrust Point of Contact shall receive no less than 60 calendar days' notice for Products that are EOL. The awarded Contractor shall replace EOL Products on the resulting Contract Price List with an equivalent or better Product, and the proposed Products are subject to the Lot category discount percentage awarded.

#### Warranties:

The following terms and conditions shall apply to warranties under this Solicitation and resulting Contract:

If a unit becomes inoperable within the warranty window and cannot be repaired, a brand new unit shall be provided at no charge. The data from the unit being replaced shall be transferred to a new replacement unit at no charge in the event that the data is accessible and non-corrupted. The data storage device or, if not removable, the entire unit, must remain in the custody and ownership of the Participating Entity/buyer after the Contractor has completed the repair or replacement of the unit.

Connections to a Participating Entity's networks must be performed in a manner prescribed by a Participating Entity to preserve the integrity of the Participating Entity's network, confidentiality and integrity of information transmitted over that Participating Entity's network, and the availability of the network. Access for remote diagnosis must be approved and supervised by the Participating Entity's technical representative for each specific incident.



Qualified Bidders shall offer multiple warranty options (e.g. 3 year, 4 year, etc) in their submission response.

Qualified Bidders shall also provide warranty options for proposed docking station products. The warranty SKU(s) must fully cover hardware, software, and drivers. The warranty SKU(s) for docking stations must provide complete support, including break/fix, for all compatible operating systems.

#### Imaging Services:

The following terms and conditions shall apply to imaging services under this Solicitation and resulting Contract:

Qualified Bidders are responsible for adding a SKU for Participating Entity-specific standard software imaging if it is not already included as part of their catalog. If a Participating Entity requires customized factory imaging, the awarded Contractor shall provide a test unit with the customized image within five (5) business days of receiving the Participating Entity's image. The awarded Contractor must deliver the remainder of the imaged units ordered by the Authorized User, within 30 calendar days from the date of Participating Entity's written approval of the test unit. Notwithstanding the foregoing in this clause the delivery date shall not be required to be less than 45 days from date of purchase.

#### Invoicing:

All invoices of purchases made against the resulting Contract shall, at a minimum, include the following items:

- Contract Number
- Contractor Name
- SKU(s)
- Product Name(s)
- Product Description(s)
- Quantity
- List Price for each Product SKU
- Contract Discount Price for each Product SKU
- Specific designation of special price(s) which may be better than the Contract Price
- Invoice Total

#### Delivery:

The awarded Contractor shall deliver the units ordered by a Participating Entity within 45 calendar days of receipt of a Purchase Order, unless the Participating Entity grants an extension of time in writing. If CoreTrust becomes aware of multiple incidents of delivery delays, CoreTrust reserves the right to enforce any of the remedies available under the Contract, including termination of the Contract in whole or in part, and award another Contractor as per the Replacement Contractor terms.

#### Contract Price List Updates:

The awarded Contractor's Cost Proposal shall become the Contract Price List. If the awarded Bidder supplied a dedicated proposal link for their catalog, the catalog shall become available to Participating Entities to review base pricing and Products/Services in-scope.

The awarded Contractor may update their Contract Price List after award and effective contract start date. Contract Price List Updates may include: deletion of EOL Products and addition of new in-scope Products/Services.



The awarded Contractor will submit a comprehensive summary of Contract Price List Updates each month to CoreTrust as an agent of the Lead Agency and include justification of changes.

**Deletion of EOL Products:** The awarded Contractor will provide the Lot, SKU and Product Name of deleted Product/Service in their summary. They will have also provided notice of EOL in accordance with EOL Products, above.

**Addition of Products:** The awarded Contractor will provide the Lot, Manufacturer Name, Manufacturer's SKU, awarded Contractor's SKU (if different from Manufacturer's SKU), Product Name, Product Description, Quantity, Unit of Measure (UOM), Manufacturer's Suggested List Price, and Contract Net NTE Base Price.

**Pricing Updates:** The awarded Contractor shall provide a summary for pricing updates, including Lot, SKU, previous Contract Net NTE Base Price and updated Contract Net Base Price. Contractor will provide a justification for the updated Contract Net Base Price as it relates to the Manufacturer's Suggested List Price.

CoreTrust will help the awarded Contractor navigate Contract Price List Updates.

Lead Agency or CoreTrust reserves the right to audit Contract Price List Updates. Lead Agency or CoreTrust reserves the right to request the awarded Contractor remove out of scope items if deemed out of scope in accordance with Solicitation, Appendix B, Section F, 11. Scope of Work. Lead Agency or CoreTrust reserves the right to request further documentation regarding any Contract Price List Updates.

Participating Entities are encouraged to report out-of-scope items or inconsistencies to CoreTrust.

#### Replacement Contractor:

In the event that CoreTrust terminates any resulting Contract resulting from such Contract, CoreTrust reserves the right to award to the Contractor with the next highest score from **Section N – Technical Proposal and Section O – Cost Proposal** that is willing to accept a Contract or Configuration award without rebidding. Under no circumstances will the new awardee be permitted to decrease the percentage discounts on the Lots that were originally bid.

#### Contractor Responsibility for Subcontractors:

The awarded Contractor shall not in any way be relieved of any responsibility under the resulting Contract or any subcontract.

The awarded Contractor shall be solely responsible to Participating Entities purchasing against the resulting Contract for the acts or defaults of its Subcontractors and of such Subcontractors' officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.

Any deliverable (product or service) provided or furnished by a Subcontractor shall be deemed for the purposes of the resulting Contract to be provided or furnished by the Contractor.

The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements of the Contract.



Failure to disclose the identity of any and all Subcontractors used by the Contractor to fulfill its obligations under the resulting Contract may, at the sole discretion of CoreTrust or any Participating Entity, result in a disqualification of the Subcontractor, if not immediately cured, or may result in a termination of the resulting Contract for cause.

The Contractor shall pay all Subcontractors for and on account of Services and/or Deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the Participating Entity, the Contractor shall submit satisfactory evidence that it has made such payment.

The awarded Contractor shall require that the Subcontractor must pass through all terms and conditions of the resulting Contract.

Data Protections and Data Breach:

The awarded Contractor shall agree to the following terms related to Data Protections and Data Breach.

Location of Data: CONUS or CONUS

1. Any Participating Entity's Contract must specify if they will allow Data to be located outside of the Continental United States (OCONUS).
2. Unless otherwise authorized or agreed to in a Participating Entity's Contract, when the Contractor is responsible for managing Data, the Contractor shall meet the following requirements:
  - All Data shall remain in the Continental United States (CONUS).
  - Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
  - Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
  - All Data in transit shall remain in CONUS and shall be encrypted in accordance with the Participating Entity's encryption requirements.
  - All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
  - No Follow the Sun support shall be allowed to access Data directly or indirectly from locations OCONUS
2. Unless otherwise authorized or agreed to in a Participating Entity's Contract, when the Participating Entity is responsible for managing Data, the Contractor shall provide the Participating Entity with the capability and the means or tools to meet the following requirements:
  - All Data shall remain in the Continental United States (CONUS).
  - Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
  - Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
  - All Data in transit shall remain in CONUS and shall be encrypted in accordance with the Participating Entity's encryption requirements.
  - All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
  - No Follow the Sun support shall be allowed to access Data directly or indirectly from locations OCONUS



3. Unless otherwise authorized or agreed to in a Participating Entity's Contract, the Contractor may not store, act upon, or access Data outside of OCONUS and may not perform support services that may access Data from OCONUS.
4. Notwithstanding the foregoing, all services covered under Lot 4- Warranties and Value-Added Services must be performed within CONUS and may not be authorized to be performed from OCONUS.

#### Data Breach – Required Contractor Actions

The Participating Entity and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of a Participating Entity's Contract. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the Participating Entity by phone immediately upon detection to the Participating Entity's representative.

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

1. Notify the Participating Entity's representative by telephone as soon as possible from the time the Contractor confirms Data Breach. The Participating Entity may specify a maximum notification time in its Contract.
2. Consult with and receive authorization from the Participating Entity's representative as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Participating Entity.
3. Coordinate all communication regarding the Data Breach with the Participating Entity's representative (including possible communications with third parties).
4. Cooperate with the Participating Entity, its IT or cybersecurity representatives, and/or any Contractor working on behalf of the Participating Entity or its IT in attempting a) to determine the scope and cause of the breach and b) to prevent the future recurrence of such security breaches.
5. Promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Participating Entity as to all such corrective actions taken by the Contractor to remedy the Data Breach.

Nothing herein shall in any way impair the Participating Entity or other investigative or law enforcement entity to bring an action against the Contractor or limit Contractor's liability for any violations of any applicable statutes, rules, or regulations.

#### Cyber Security Plan & Protocols

Qualified Bidders shall provide a copy of their cyber security plan and protocols to protect Lead Agency and future Participating Entity information (e.g., Personally Identifiable Information (PII), SOC 2, ISO 27001, ISO 27108, etc.).

#### Title and Risk of Loss

Title to and risk of loss of the bidder's proposed **Rugged Technology, Ancillary Products & Related Services** under this contract shall remain with the bidder, who shall ensure the materials against loss or damage, until the various materials are delivered and fully accepted by the agency.



**SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD**

**1. PROPOSAL SUBMISSION**

- A. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.
- B. The complete Proposal must be submitted in a sealed package with **one (1) original and two (2) electronic copies (in the form of a flash drive)**, to the Town of Greece at the following address no later than the submittal deadline as stated on the cover page of this solicitation.

Greece Town Clerk  
1 Vince Tofany Blvd  
Greece, NY 14612

- 1. All proposals must be marked with the Solicitation Number and Title on both the envelope and the cover page.
  - 2. Vendors shall include all documents necessary to support their proposal in the sealed package. This shall include, but is not be limited to, the forms listed below. These forms are located in Section G this solicitation.
    - Form A: Proposal Certification Form
    - Form B: Sexual Harassment Certification Form
  - 3. Faxed or emailed bids are unacceptable.
  - 4. It is the sole responsibility of the VENDOR to assure that they have received the entire Solicitation. Solicitation and any addenda may be secured by contacting the Division of Purchase.
  - 5. Town of Greece reserves the right to reject any or all bids.
  - 6. A Bid Security or Performance Security is not required.
  - 7. During the period between the Solicitation Release Date and the contract award, no Town employee can accept oral, written, or electronic contact from Vendors regarding the procurement.
- C. Pricing:
- 1. All prices must be shown for every item unless otherwise called for. Failure to furnish unit prices may result in rejection of bid. This applies to lot and item awards. In case of error in extension of prices in the bid, the unit price will govern.
  - 2. All prices must be exact dollars with no estimates or contingencies. All prices must include all auxiliary charges such as transportation, installation and training.
- D. Original Proposal: The complete proposal must be submitted in a sealed package with one (1) original and two (2) electronic copies, prior to the opening date and time. All proposals shall be marked with the solicitation number and description of services/commodities. Vendors must include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated above. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled submittal deadline.
- E. All proposals shall be valid for a period of 180 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.



- F. All proposals shall be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.
- G. Subject to the requirements set forth in Sections A and B of the solicitation, during the period between the date Lead Agency issues this solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this solicitation to the personnel identified in the solicitation Contact section below in the manner specified in such section. Contact with any of prohibited individuals after issuance of this solicitation and before selection is made may result in disqualification of the Respondent.
- H. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated time table in Section F above. All questions and answers will be posted to <http://www.ongov.net/purchase/index.html>. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this solicitation. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
- I. In the event Lead Agency decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with multiple respondents reasonably susceptible for award. Except to the extent otherwise required by law, during negotiations, no Respondent's proposal, including pricing, shall be revealed to any other party or to any other person who is not involved with the evaluation process.
- J. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- K. **Lead Agency shall consider all proposals voluntarily submitted in response to this solicitation to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record in compliance with applicable open records policies and laws.** However, notwithstanding the foregoing, if a proposal is submitted in response to this solicitation, and the proposal contains trade secret information as defined under applicable law, then such trade secret information is entitled to all protections granted under applicable law or, if such applicable law requires such information to be expressly identified, such trade secret information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with applicable state law, Lead Agency shall designate such information as trade secret information and shall maintain and keep such trade secret information. Subject to the foregoing, all proposals and any other documents submitted in response to this solicitation shall become the property of Lead Agency. This solicitation and proposals submitted in response to the solicitation, except for all CoreTrust and/or Respondent pricing, processes, and information that qualifies as trade secret information under applicable law and such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to applicable state law. For purposes of this Section, "**proposal**" shall mean both the forms submitted by the Respondent in connection with this solicitation and any attachments, addenda, appendices, or sample products. Except to the extent any information contained in a proposal is considered trade secret information under applicable law, any proposal submitted in response to this or any Lead Agency solicitation that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Lead Agency for consideration shall be deemed and considered by Lead Agency to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this Section and applicable state law.



- L. Lead Agency may, in its sole discretion, waive minor errors or omissions in a Respondent's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this solicitation.
- M. CoreTrust and/or Lead Agency, in their sole discretion, may request Respondents reasonably susceptible for award to submit a best-and-final offer. In such case, Respondents shall submit their best-and-final offers in writing. If a Respondent does not respond to the request for a best-and-final offer, that Respondent's most recent submission will be considered its best-and-final offer.
- N. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

## 2. SOLICITATION CONTACT

### A. Key Contact

Greece Finance Director  
1 Vince Tofany Blvd  
Greece, NY 14612  
(585) 723-2320  
[icasilio@greecenyny.gov](mailto:icasilio@greecenyny.gov)

## 3. REPRESENTATIONS. The Respondent hereby represents the following:

- A. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal and any subsequent award.
- B. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.
- C. To the best of Respondent's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents or potential respondents in any award resulting from this solicitation.
- D. It is not currently delinquent in the payment of any franchise taxes.
- E. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- F. Where the solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion,



determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.

- G. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
- H. Lead Agency reserves the right to award contract(s) to multiple Respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Lead Agency. No exclusivity is implied in connection with this solicitation unless expressly stated otherwise. Lead Agency reserves the right to obtain like goods and services from other sources.

#### 4. EVALUATION PROCESS AND CRITERIA

##### A. Review and Scoring

1. Criteria to be evaluated by the Town will include, but not be limited to, the following:

- Compliance with the Solicitation format requirements
- Experience
- Future Contract Costs and Risks
- Company Statistics
- Responsiveness to the items within the Scope of Work section
- References
- Price
- Presentations (upon request)
- Credibility of Vendor
- Minority and Women's Business Enterprises Compliance
- Sustainability Solutions and Practices

Award will be selected based on evaluation of which Vendor is the best value offer.

- 2. Town of Greece reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Town to do so.
- 3. A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's business-like concern for the interests of the customer.

B. Criteria to be evaluated for award will include, but not to be limited to, the following:

##### **Administrative Review: Pass/Fail**

Compliance with the Solicitation format requirements (e.g. 24COR-013GR Pricing Pages in Excel format);

Responsiveness to the Scope of Work



Company Summary: The qualified Bidder shall submit a company summary to include the following:

- a) Experience – Provide a brief overview of your business organization. Provide a brief overview of your business organization, a brief description of the Bidder's history, reputation and the Bidder's reputation of products and services in the marketplace, Bidder's corporate office location (and regional offices) and year of establishment.;
- b) Distribution Capacity - Please provide a detailed list or map of all your full-service stocking distribution centers in the United States and describe your delivery network, along with your order-fill rate and on-time delivery rate. Please advise the warehouse square footage for each location. Additionally, please describe any unique capabilities or logistics that set your distribution network apart from competitors in the market. How does your organization meet the special requirements of public sector customers? Summarize recent, current, and projected volumes for each Lot as described in Solicitation, Appendix B, Section F, 11. Scope of Work. Identify any reasonably foreseeable factors that could complicate, or otherwise impact, the firm's ability to satisfy obligations under the resulting Contract.
- c) Representation - How many Sales / Account Representatives does your company employ in the U.S.? Will we have a Single Point of Contact for overall account concerns? Do you provide Technology product experts on your sales staff? How will they be able to help a public agency support our network and users?
- d) Financial Strength - Provide a copy of your company's most recent Annual Report or, if privately held, a copy of your most recent audited financial statements.
- e) Community Involvement - What is your organization's plan for creating a positive impact in the local community and/or the wider community that may be impacted by your business operations? Please provide specific details, including any existing partnerships with community organizations, initiatives, or programs aimed at improving social or environmental outcomes.
- f) References - The qualified Bidder shall submit a minimum of three (3) references for projects of current technology customers and must include customer name, address, contact, phone, email, number of years serviced, and nature of business relationship.
  - Provide examples of successful partnerships with other public sector organizations.
  - Can you share case studies that demonstrate your ability to meet complex procurement needs?
  - What feedback have you received from public sector clients regarding your performance?
- g) Insurance Documentation The qualified Bidder shall submit documentation meeting the outlined expectations in Appendix A: Requirements, Section B – Lead Agency Requirements.
- h) Verifiable Sales:

**Bidders must submit, at the time of bid submission, an attestation that:**

- They have sold Rugged Technology and currently sell Rugged Technology, as described in Solicitation, Appendix B, Section F, 11. Scope of Work;
- They have sold, cumulatively, \$10 million in Rugged Technology and related products and services (as they relate to Lots 1 through 4) to US governmental entities within the last year from the date of solicitation release (July 22, 2024 – July 22, 2025) (If the \$10 million threshold has not been completely met through governmental entities, Bidders can supplement with sales in the private sector.);
- They are capable of selling and distributing Rugged Technology at volume and for multiple Participating Entities across the US; and



- They will submit 24COR-013GR Verifiable Sales or equivalent sales report data if they are the apparent awardee of the resulting Contract.

Verifiable Sales data is **not** due at the time of bid submission, but the apparent awardee **will** be asked to submit Verifiable Sales prior to issuance of award.

The **apparent awardee** must demonstrate a minimum in verifiable sales to any US governmental entity **within the last year from the date of Solicitation release**. All verifiable sales shall be within the scope of the applicable Lots. Any out-of-scope items should be identified as non-qualifying items and thus will not be included in the required minimum Verifiable Sales threshold requirements below. Out-of-scope items also include taxes, shipping, travel, etc.

Bidders will be able to validate Verifiable Sales if requested by Lead Agency.

The apparent awardee will complete 24COR-013GR Verifiable Sales in Excel or provide their own equivalent sales report data. 24COR-013GR Verifiable Sales is structured in a sales report style format.

If supplying their own sales data, the apparent awardee must provide the following key data points:

- Lot #
- SKU
- Date of Sale (or Indicate Sales Quarter and Year)
- Invoice #, if available
- Purchasing Entity Name
- Indicate Purchasing Entity as Government Entity or Private Sector
- Product Name
- Product Description
- Price Per Product
- Quantity Sold
- Qualifying Total Price

Verifiable Sales data provided will demonstrate \$10 million in cumulative sales to US governmental entities within the last year from the date of solicitation release (July 22, 2024 – July 22, 2025) as they relate to the Lots defined in this Solicitation.

If the apparent awardee CANNOT meet the thresholds in verifiable sales to any US governmental entity, the apparent awardee may submit private sector sales within the last year (365 calendar days) from the date of this Solicitation's release date to supplement their verifiable sales information.

If the apparent awardee used a subcontractor or reseller to sell Qualifying Products and Services as noted in their Verifiable Sales report data, this will be acceptable so long as the subcontractor or reseller is a) identified in their 24COR-013GR Verifiable Sales documentation (or in sales reports provided in lieu of this document) AND they are identified in the Bidder's 24COR-013GR Contact Information, Subcontractor tab. Bidders may use a combination of direct and indirect verifiable sales to satisfy this requirement. Indirect sales are sales through a Reseller or other provider (e.g. Sales Agent).



CoreTrust and Lead Agency reserves the right to request additional information to support Verifiable Sales, including documentation of a sampling of invoices in searchable .pdf format.

The Lead Agency may, in its sole discretion, request a sampling of paid invoices for further review.

If requested by Lead Agency, paid invoices must contain or be accompanied by the following information.

- Lot Number – if the Products fall into different Lots, then the Lot must be written next to each Product.
- Manufacturer
- Government Entity name
- Qualifying item description(s)
- Qualifying item amount(s)
- Qualifying SKU or Product name
- Invoice date
- Invoice number
- Qualifying invoice total (see example below)

Qualifying Invoice Total Example:

Example Invoice # 1001:

Laptop (Lot 1) x 2 = \$2,000  
Software Licenses (Lot 4) x 2 = \$200  
Docking Station (Lot 3) x 2 = \$600  
Taxes = N/A  
Shipping = N/A  
Qualifying Lot 1 total = \$2,000  
Qualifying Lot 4 total = \$200  
Qualifying Lot 3 total = \$600

In this example, Invoice # 1001 can be listed under the applicable Lots for the respective qualifying invoice totals.

For an invoice containing items which fall into different Lots, Vendor may use that invoice to meet the minimum sales for multiple Lots as long as (i) such invoice is identified and provided with each Lot submission, and (ii) the particular items on the invoice relating to the specific Lot are clearly identified. The same item on an invoice shall not be used to establish minimum verifiable sales for more than one Lot. Where the invoice references a bundled item that includes one or more qualifying items, Vendor must submit a detailed breakdown of the amounts attributable to each item within the bundle as represented in the example above.

The apparent awardee may suggest an alternative method for demonstrating Verifiable Sales. The Lead Agency will consider an alternative method if it can reasonably satisfy validation of Verifiable Sales.

If the apparent awardee cannot demonstrate Verifiable Sales, the Lead Agency reserves the right to rescind the award and offer the award to the next highest scoring Bidder.

All required information contained in verifiable sales documentation should be free of restrictions on confidentiality or claims of confidentiality. Lead Agency and CoreTrust will not enter into a



Non-Disclosure Agreement (NDA) for Vendors who assert that information contained in their verifiable sales documentation is confidential. Verifiable sales will not be posted with the award.

The minimum required sales for each Lot are as follows:-

US Verifiable Sales Thresholds		
Lot No.	Lot Description	Minimum Verifiable Sales Required in US Dollars
1	Fully-Rugged Hardware-	\$5,000,000.00
2	Semi-Rugged Hardware-	\$5,000,000.00
3	Ancillary Products-	\$2,000,000.00
4	Software, Warranties and Value-Added Services-	\$500,000.00

Qualified Bidders may complete 24COR-013GR Verifiable Sales (Excel) and submit their invoices in a searchable .pdf format. Each qualifying invoice detailing and highlighting the actual Products sold is required for verification purposes and must be provided in the bid.

The minimum number of invoices needed to meet requirements should be provided.

Failure to comply with this submission requirement may result in disqualification of the proposal for non-responsiveness. Each paid invoice must contain or be accompanied by the following information.

- Lot Number — if the Products fall into different Lots, then the Lot must be written next to each Product.
- Manufacturer
- Government Entity name
- Qualifying item description(s)
- Qualifying item amount(s)
- Qualifying SKU or Product name
- Invoice date
- Invoice number
- Qualifying invoice total (see Qualifying Invoice Total Example, below)

Qualifying Invoice Total Example:-

Example Invoice # 1001:-  
 Laptop (Lot 1) x 2 = \$2,000  
 Docking Station (Lot 3) x 2 = \$600  
 Taxes = N/A  
 Shipping = N/A

Qualifying Lot 1 total = \$2,000  
 Qualifying Lot 3 total = \$600

~~In this example, Invoice # 1001 can be listed under the applicable Lots for the respective qualifying invoice totals.~~

~~Failure to provide this Verifiable Sales documentation may result in a request for Vendor clarification and may delay review of Vendor Submission and possibly result in a non-responsive finding.~~

~~For an invoice containing items which fall into different Lots, Vendor may use that invoice to meet the minimum sales for multiple Lots as long as (i) such invoice is identified and provided with each Lot submission, and (ii) the particular items on the invoice relating to the specific Lot are clearly identified. The same item on an invoice shall not be used to establish minimum verifiable sales for more than one Lot. Where the invoice references a bundled item that includes one or more qualifying items, Vendor must submit a detailed breakdown of the amounts attributable to each item within the bundle as represented in the example above.~~

~~Vendors may provide contract sales reports in lieu of 24COR-013GR Verifiable Sales. Lead Agency reserves the right to request invoices if Lead Agency determines that the contract sales reports are insufficient. Sales reports are to be provided in Excel. Only sales made in the last year from the date of Solicitation release will be evaluated. Completion and submission of 24COR-01GR Verifiable Sales is required even if submitting sales reports in lieu of invoices.~~

~~Paid invoices from a Bidder's authorized Reseller or other provider will be accepted only if the Bidder is identified on the paid invoice. The Bidder's name must be written on the invoice if not already included.~~

### **Technical Review of Technical Proposal: 300 available points**

Documentation submitted for Technical Review shall become Section N ("Technical Proposal").

The total technical score shall be **weighted**:

#### **Ensuring Support and Account Management: 75 available points**

- 1) Bidders shall provide for a complete list (utilizing 24COR-013GR Contact Information) of Contractor Points of Contact and the Bidder agrees that, in the event of staffing changes, the awarded Contractor shall notify CoreTrust's Point of Contact within 3 business days.

Contractor Points of Contact will include, at a minimum:

- A Contract Administrator – Name, Email Address, and Phone Number
- A National Sales Representative – Name, Email Address, and Phone Number
- An Account Manager – Name, Email Address, and Phone Number
- An Emergency Contact – Name, Email Address, and Phone Number
- Technical Questions Contact – Name, Email Address, and Phone Number
- Identify issue escalation Points of Contact (Name, Email Address, and Phone Number) and escalation resolution time frames (e.g. 24-48 hours)
- Authorized Subcontractor(s) (if applicable) - including Subcontractor Legal Business Name, D/B/A, Contact Name, Email Address, and Phone Number;



- 2) Bidders shall also provide a PDF attachment detailing the following (please keep responses concise, but thorough):
- a) **Implementation Process** - Describe your company's process to ensure a successful implementation and ongoing success of this agreement. Is end user training included in your implementation program? Is there a cost for your program implementation if you are selected?
  - b) **Account Management** - How will the national cooperative account with CoreTrust be managed? Are accounts segmented for representation? If so, describe how. Please provide experience for the representatives that will be handling our business on a daily basis.
  - c) **Customer Service Coverage** - What services does your Customer Service team offer and what hours are they available to assist Participating Entities and CoreTrust?
  - d) **Monitoring Customer Satisfaction** - How does your company measure customer satisfaction?
  - e) **Business Reviews** - Does your company provide Business Reviews? If so, how often will you meet with CoreTrust for program reviews? What performance measures are covered in these reviews?
  - f) **Reporting Capabilities** - In addition to discussing your capabilities in this area, please provide samples of your usage reporting. Can you provide specific reporting such as diversity usage and environmental usage reporting? Also, what reporting technology do you offer that allows our end users to download reports independently?
  - g) **Quality Assurance** - What quality assurance programs does your company have in place today? Provide a brief overview.
  - h) **Business Continuity** - Describe your process for ensuring your ability to maintain a business presence in the event of a disaster.
  - i) **Supplier Diversity Program** – If applicable, provide an overview of your supplier diversity program.

#### Technology Products and Service Offerings (100 available points)

- a) **Technology Equipment and Supplies** – Please provide an overview of your company's technology offerings. **Do you stock your own inventory or rely on wholesalers? How much total relevant inventory (as it relates to the Scope of the Solicitation) do you stock on-hand? What are your rolling average lead times? What is your approach to fulfilling rush orders? How do you handle orders your firm is unable to fulfill within a requested timeframe under the normal course of business?**
- b) Bidders shall provide their complete catalog of Products and Services within the solicitation scope for all Lots (**mandatory**) and Bidder has clearly designated Lots to their proposed Products and Services in 24COR-013GR Pricing Pages (Excel);
- c) Please provide technical specification sheets in a searchable .pdf or .docx file. The technical specification sheets for the proposed products references a specified and unique catalog item number or SKU and its designated proposed Lot;  
**Do you stock your own inventory or rely on wholesalers?**
- d) Do you have the capability to deliverable large electronic equipment correctly and safely?
- e) How does your company provide business-ready devices to end user?
- f) What support do you provide as Technology customer service? What hours and how do Participating Entities obtain that support?



- g) If you are recommending hardware (laptops/desktops/tablets):
  - What are your sustainable qualities? (For example: do you recommend Energy Star/EPEAT products; do you use sustainable packaging; etc?)
  - How do you track and protect your data?
  - Please explain your cyber security capabilities.
  - How do you recycle products?
  - Please describe warranty options.
  - What is the failure rate for your equipment?
  - Do you have a testing process on your products?
- h) Please provide your cyber security plans and protocols (for evaluation purposes only; this will not be published in Section N, Technical Proposal); and
- i) Please provide proof of devices meeting EPEAT or an equivalent environmental standard (e.g. laptops, tablets, etc). The Lead Agency reserves the right to determine an equivalent environmental standard.
- j) Value-Added Services – Please include any additional factors which differentiate your organization.

Electronic Commerce, Ordering Tools & Methods, and Invoicing (50 available points)

- a) Internet Ordering - Please provide an overview of your Internet ordering solution. Discuss the significant features and benefits of your system. **How would you ensure Participating Entities are getting the discounts as-bid and/or additional discounts achieved through negotiations or special offers?**
- b) Automated Order Confirmation - All end users may require confirmation of orders placed with your company. How does your company fulfill this need?
- c) Order Management/Approvals - Discuss your company's ability to manage or restrict purchases of certain product groups and/or items, (i.e., over a set dollar value, category, etc.). Can an order approval structure be used when restricted items are needed?
- d) Procurement Cards - Is your company capable of handling orders from customers who prefer to use a corporate procurement or credit card? If so, are you capable of providing Level III data on the credit card report?
- e) Customization - Please advise how a contract-specific online catalog can be customized for Participating Entity/CoreTrust's needs.
- f) IT Integration - Describe your company's computer system architecture to ensure consistent item selection, pricing, invoicing, and management reporting for your account customers. What is your experience with Third Party Systems (e.g., Peoplesoft, Ariba, etc.)? Do you have dedicated expertise to complete the integration? Please explain the timeline for this process.
- g) Ordering Methods - Please describe the different tools and options offered public sector customers to place orders with your company.
- h) What are the hours of operation for your ordering system?
- i) What is your order accuracy percentage?
- j) Catalogs – Does your company offer a variety of catalogs? If so, please describe.
- k) How does your technology integrate with government procurement systems?



- l) Describe your capabilities in providing data analytics and reporting for procurement trends and cost savings.
- m) What security measures are in place to protect sensitive procurement data?
- n) Discuss the invoicing options your company offers. Explain your company's ability to provide one invoice that contains products across multiple lots and if this will align with Solicitation, Appendix B, Section F, 11. Scope, Invoicing.
- o) What are your payment terms?
- p) Is your company capable of handling EFT payment? If so, what EFT formats (CTX, CPT, etc.) do you currently support?
- q) How do you ensure the products being shipped and the prices charged are compliant with our contract?
- r) Cost Reduction Initiatives and Tools – Discuss any cost reduction tools and ideas that your company offers to reduce your customers' total procurement costs.

Product Demonstrations (50 available points):

The Lead Agency reserves the right to request product demonstrations with Bidders who proceed to this phase of the evaluation process. Demonstration/demo test time will start upon completion of vehicle installation, if applicable. The demonstration period will be tested for a minimum of 30 calendar days. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and/or field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed demo products, including installation and removal, must be provided to Lead Agency at no cost.

25 Available Bonus Points for Clarity:

25 bonus technical points are available for a complete technical response without the need for clarifications.

**Financial Review of Cost Proposal: 100 available points**

Qualified Bidders who have passed Administrative and Technical Review will proceed to Financial Review.

Qualified Bidders shall provide their complete catalog of Products and Services within the solicitation scope for all Lots and Bidder shall clearly indicate designated Lots to their proposed Products and Services in 24COR-013GR Pricing Pages (Excel);

Alternatively, if completing the Catalog tab of 24COR-013GR Pricing Pages (Excel) is administratively burdensome for the Bidder, the Bidder may provide the following in lieu of completing the Catalog tab of 24COR-013GR Pricing Pages:

Bidder may provide a dedicated proposal link to catalog:

The dedicated proposal link must adhere to the following:

- The dedicated proposal link must be a comprehensive, searchable catalog with Participating Entities' end users in mind;



- The dedicated proposal link must include a clearly identified publish date. The publish date must be the date of the proposal submission date or earlier. The publish date may not be dated after the proposal submission date;
- The catalog accessible from the dedicated proposal link must include only proposed Products and Services in-scope. No out-of-scope Products and Services will be permitted;
- The catalog of proposed Products and Services must include Product/Service SKUs, Product/Service Names, Product/Service Descriptions, Manufacturer Names, Manufacturer Suggested List Prices, Proposed Contract NTE Net Base Prices, and assign the applicable Lot to proposed Products and Services;
- Vendors shall not alter the information supplied through the dedicated proposal link from the date of proposal submission to the Contract effective start date, if awarded. The addition or alteration of Products, Services, List Prices, etc. Will be viewed as manipulation of the Bidder's Cost Proposal and will result in a rejection of the Bid.
- If awarded, the selected Vendor will be able to make changes to their dedicated catalog link (see Solicitation, Appendix B, Section F, 11. Scope of Work, Contract Price List Updates).

Qualified Bidders shall bid a Cost Proposal in the form of discount percentages off list price against all Lots in 24COR-013GR Pricing Pages, Tab Category Discount.

Pricing shall be in U.S. dollars and not exceed two decimal places (ex: \$12.33).

Proposed discount percentages shall not exceed two decimal places. See below as an example:

- Lot 1 – Fully-Rugged Hardware – 15.75%
- Lot 2 – Semi-Rugged Hardware - 14.25%
- Lot 3 – Ancillary Products – 25.00%
- Lot 4 – Software, Warranties and Value-Added Services – 30.00%

The ~~total financial score~~ Lot Discounts (accounting for 30 out of 100 points) shall be **weighted as follows**:

- Lot 1 – 30%
- Lot 2 – 30%
- Lot 3 – 25%
- Lot 4 – 15%

Bidders may use the Additional Discounts Offered tab in 24COR-013GR Pricing Pages to demonstrate more specific or granular discount offerings based on factors such as volume.

A Blind Market Basket exercise shall be conducted in the Financial Review.

The total Cost Proposal shall be weighted by:

- Blind Market Basket Exercise – 40 out of 100 points;
- Lot Discount Percentages – 30 out of 100 points; and
- Total Discounts (Overall) - 30 out of 100 points.

The awarded Contractor's discount percentages bid and 24COR-013GR Pricing Pages (Excel) (or the proposed catalog accessible via the dedicated proposal link) shall become Section Q ("Cost Proposal"). Discount percentages bid (including any additional discount offerings) may be increased, but never decreased, over the life of the resulting Contract. This will become available to Participating Entities.

A single Award will be selected based on evaluation of which Vendor is the **best value offer**.



- C. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").
- D. Estimated Quantities. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.
- E. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").
- F. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this solicitation and the Cost Proposal.
- G. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.
  - 1. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
  - 2. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. 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 Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.
  - 3. Indefinite Quantity. This solicitation requests pricing for an indefinite quantity of Products & Services.
  - 4. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).
  - 5. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this solicitation and Participating Agencies.
  - 6. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
  - 7. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
  - 8. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
  - 9. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.
- H. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.



## 5. PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a response to this solicitation signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

## 6. AWARD

- A. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this solicitation. Awards may be based on a subcategory.
- B. Lead Agency is under no obligation to issue a contract as a result of this solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right to not select any Respondent should Lead Agency decide not to proceed for any reason.
- C. Once a supplier is awarded, they will go through an onboarding process with CoreTrust to set specific protocols. Generally, suppliers are expected to submit a monthly sales report on the contract, which will trigger the fee submission at the same time. Suppliers and CoreTrust will work through the specific details during onboarding. Please refer to Attachment A - Terms and Conditions to the Administration Agreement, #3. Fees - a. Administrative Fee, b. Reporting and c. Audit. Also refer to Schedule 1 to Attachment A - Form of Administrative Fee Report.
- D. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.

## 7. PROTESTS

- A. Subject to the requirements set forth in Sections A and B of the RFP, a protest may be filed by a prospective or actual Respondent alleging improprieties in the issuance of the RFP or any other event preceding the deadline for proposal submission. The protest must be sent to via email to [RFP@ongov.net](mailto:RFP@ongov.net) and prior to the proposal's due date.
- B. Any potential or actual Respondent objecting to the award of a contract resulting from the issuance of this RFP may file a protest of contract award and must be submitted no later than 12:00 PM Central on the eighth (8th) calendar day after the public announcement of contract award. The Respondent(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- C. Whether for a protest of the RFP or contract award(s), the protest must be filed in writing and must contain the following information:
  - 1. The name, address, and telephone number of the protestor;
  - 2. The name and number of the RFP being protested;
  - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - 4. A request for a ruling by Lead Agency;
  - 5. A statement as to the form of relief requested from Lead Agency; and
  - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.



- D. Lead Agency shall issue written decisions on all timely protests and shall notify any protestor who filed an untimely protest as to whether the protest shall be considered.
- E. An untimely protest may be considered by Lead Agency, if Lead Agency, in its sole discretion, determines that the protest raises issues significant to Lead Agency's procurement methodology. An untimely protest is one received by Lead Agency after the time periods set forth in this Section.
- F. All protests must be filed at the following location:  
 Greece Finance Director  
 1 Vince Tofany Blvd  
 Greece, NY 14612

**8. SUSTAINABILITY SOLUTIONS AND PRACTICES**

- A. It is the goal of Town of Greece to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving a 1% reduction each year over the next 25 years. If the Vendor participates in any sustainable practices such as, but not limited to, alternative fuels in Vendor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them for consideration.

**9. OTHER REQUIRED INFORMATION**

- A. Certifications And Licenses: Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

**B. Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.



Respondent Signature

**C. Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Respondent Signature

**D. ANTITRUST CERTIFICATION STATEMENTS**

(Tex. Government Code § 2155.005)

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.

Respondent Signature

**E. IMPLEMENTATION OF HOUSE BILL 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into



certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

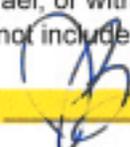
Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



**F. BOYCOTT CERTIFICATION**

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means 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 specifically 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.

Does vendor agree?  (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree?  (Initials of Authorized Representative)

**G. TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?  (Initials of Authorized Representative)

**H. FEMA REQUIREMENTS**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, it will be considered that the Respondent's response will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

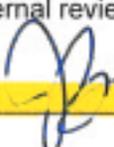
The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does vendor agree?  (Initials of Authorized Representative)

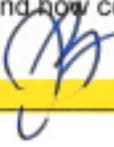
For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier 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."

Does vendor agree?  (Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does vendor agree?  (Initials of Authorized Representative)



3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts

Does vendor agree? [Signature] (Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree? [Signature] (Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier 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.

Does vendor agree? [Signature] (Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? [Signature] (Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code,



music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? JS (Initials of Authorized Representative)

**I. Additional or Alternative Terms and Conditions in a Participating Entity's Contract**

The terms and conditions set forth in the resulting Contract shall govern all transactions by Participating Entities under this Contract.

A Contractor can propose additional or alternative terms to Participating Entities. An Awarded Contractor shall submit their additional or alternative terms to CoreTrust to be maintained in an Additional or Alternative Terms and Conditions Library.

Additional or alternative terms may, in the discretion of Participating Entities, be allowed as part of a Contractor's response to a Participating Entity's Contract or RFQ and incorporated provided that the following conditions are met:

- (i) The Contractor identifies where such additional or alternative terms and conditions may be found;
- (ii) The Participating Entity determines that the inclusion of such additional or alternative terms and conditions results in a transaction which is, on an overall basis, more favorable to the Participating Entity than if the transaction did not include such additional or alternative terms and conditions; and
- (iii) The Participating Entity accepts such additional or alternative terms and conditions.

No additional or alternative term and condition shall be valid or binding to the Participating Entity to the extent that such additional or alternative term and condition is less favorable to the Participating Entity than, or conflicts with, the Participating Entity's Contract.

No additional or alternative terms and conditions may be incorporated by the Contractor into a Participating Entity's Contract by unilaterally affixing them to the Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms and conditions onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Participating Entity's subsequent acceptance of Product, or that Participating Entity has subsequently processed such document for approval or payment.

Nothing herein shall be deemed to prohibit a Contractor from offering a Participating Entity better and more advantageous pricing and terms and conditions during the term of their Contract.



CORETRUST

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STATEMENT OF BIDDER'S QUALIFICATIONS

(Must be submitted with Bid. Failure to comply can result in rejection of Bid.)

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

BIDDER BACKGROUND INFORMATION:

- 1. Name of bidder. ODP Business Solutions, LLC
Permanent main office address. 6600 North Military Trail, Boca Raton, FL 33496-2434
2. Other persons, firms or corporations involved (for partnership, name and address of each partner must be stated)
Name. N/A Address.
Name. N/A Address.
(Use additional lines as necessary)
3. When bidder organized. Office Depot - September 12, 1986, ODP Business Solutions, LLC formation February 16, 2021
4. If a corporation, where incorporated Delaware
5. How many years you have been engaged in business. 38 years
6. General scope of work or products supplied. ODP Business Solutions supplies technology accessories and equipment, office products, furniture, cleaning and breakroom and managed services to support productivity in today's workplace.
7. Do you have a recruitment strategy designed to reach qualified persons from various demographics of race, color, religion, age, national origin, national ancestry, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, and mental or physical disability?
If yes, describe. Yes, The ODP Business Solutions has an inclusive recruitment strategy and is committed to being an equal opportunity employer.

BIDDER FINANCIAL INFORMATION AND BONDING CAPACITY:

- 8. Have you ever failed to complete any work awarded to you? Yes
If so, where and why? ODP Business Solutions is a large publicly traded company that serves many customers, and as a result it is not unlikely that ODP Business Solutions has failed to complete work awarded to it. However, nothing has materially impacted our ability to serve our customers.
9. Have you ever defaulted on a contract? See below.
If so, where, when, and why? ODP Business Solutions has not defaulted on any contract where such default would have a material adverse effect on ODP Business Solutions' ability to perform the services described herein.
10. Are there any significant claims, lawsuits, judgments or defaults pending against you? See below.
If so, provide details, including the name of the lawsuit, jurisdiction, amount of judgment or possible judgment, and other pertinent details. 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. LAWSUITS: Vesale, James v. ODP Business Solutions, LLC- Lawsuit Case No. 2024DCV3537 (Texas) Former employee alleged he was terminated due to his age. Case is pending and mediation is currently being scheduled. Evans, Jeffrey v. ODP Business Solutions, LLC EEOC Charge No. 450-2024-099540 (Texas) (Filed 10/11/2024): Former employee alleges he was terminated due to his age. ODP denies claims. Charge is currently pending.
11. Credit available: \$

\*Variable depending on the Customer.

ODP Business Solutions is a large, publicly traded company with many operations, which subjects it to legal proceedings and business litigation of many types. ODP Business Solutions (Plaintiff) vs. Carepoint Health Management Associates, LLC; URG OPCO LLC; Hudson Hospital OPCO, LLC; HJMC OPCO LLC (Defendants); Case No. 50-2023-CA-014965-XXKA-MB. Circuit Court of the Fifteenth Judicial Circuit for Palm Beach County, FL. This case is settled.



## SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

**1. NATIONAL OFFERING.** This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

**2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS.** If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

**3. AWARD BASIS.** The award of any Master Agreement resulting from this solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (e.g. governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. 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 (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of 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 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. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

**4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT.** CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral, website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.



**5. ADMINISTRATIVE FEE.** Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

*[Remainder of page intentionally left blank.]*



**SECTION I – FORM OF MASTER AGREEMENT**

*[Attachment to Follow]*

## MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a "**Party**" and together the "**Parties**").

### RECITALS

WHEREAS, the Town of Greece serves as a lead agency (a "**Lead Agency**") for CoreTrust Purchasing Group LLC ("**CoreTrust**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services (the "**Program**") to be made available to current and prospective CoreTrust cooperative purchase program participants ("**Program Participant**");

WHEREAS, CoreTrust is Lead Agency's third-party procurement administrator and duly authorized agent managing procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of Lead Agency;

WHEREAS, any Public Sector Entity may participate in the Program as a Program Participant to the extent permitted by applicable state, region, territory, and/or national law. The term "**Public Sector Entity**" includes without limitation state, county, city, special district, and/or local government entities, school districts, private and public educational institutions, political subdivisions, state/regional/territorial agencies, state/regional/territorial governments, and other entities receiving financial support from tax monies and/or public funds;

WHEREAS, CoreTrust makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with CoreTrust to provide additional benefits to such Association Partners' members;

WHEREAS, Program Participants, Association Partners, and Association Partners' members are referred to herein as "**CoreTrust Participants**;"

WHEREAS, Lead Agency issued a best value solicitation ("**solicitation**") on behalf of CoreTrust Participants and solicited responses from companies ("**Respondent(s)**") for **Rugged Technology, Ancillary Products & Related Services** with related products and services, as further described in Supplier's cost proposal submission (collectively, "**Products & Services**"), and awarded a contract to Supplier; and

WHEREAS, CoreTrust shall make available this Master Agreement to Program Participants for procurement of Supplier's Products & Services, and Supplier shall provide the same to Program Participants subject to this Master Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**1. PERSONNEL; EQUIPMENT.** Supplier shall provide the Products & Services to all Program Participants at the prices set forth in its cost proposal submission delivered in response to the solicitation. Supplier shall engage such subcontractors, personnel, and/or specialized equipment necessary to furnish Products & Services to all Program Participants throughout the Term of this Master Agreement.

**2. SUPPLEMENTAL AGREEMENTS.** No separate agreement shall apply to the Products & Services ordered under this Master Agreement.

#### **3. PRICING**

a. **Charges.** All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the solicitation as **Section O ("Cost Proposal")**. Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier's Cost Proposal.

b. **Restrictions.** All pricing is "Not-To-Exceed," where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent's Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier's determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency's authorized representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

#### 4. TERM; TERMINATION

a. **Term.** This Master Agreement commences as of the effective date ("**Effective Date**") identified in the Master Agreement Acceptance Form attached to the solicitation as **Section J ("Master Agreement Acceptance Form")** and continues for the later of: (i) three (3) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form ("**Termination Date**") unless extended, terminated, or canceled as set forth herein ("**Initial Term**"). Thereafter, Lead Agency may opt to renew his Master Agreement for two (2) additional one (1) year period(s) (each, a "**Renewal Term**") unless this Master Agreement is earlier terminated as set forth herein. By the Parties' mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) ("**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."

b. **Termination.** Each Party may terminate this Master Agreement: (i) at any time upon mutual written consent of all Parties' respective authorized representatives; (ii) upon ten (10) additional days' written notice in the event another Party breaches a material obligation hereunder, and (if such breach is curable) such Party fails to cure the breach or provide acceptable reassurance to the non-breaching Party(ies) within thirty (30) calendar days of receiving written notice thereof; and/or (iii) upon five (5) business days' written notice: (1) if another Party is adjudged insolvent or bankrupt or makes any assignment for the benefit of creditors; (2) upon the appointment of a receiver, liquidator, or trustee of another Party's property or assets; or (3) upon liquidation, dissolution, or winding up of another Party's business.

c. **Effect of Termination.** Upon termination of this Master Agreement for any reason, all Confidential Information shall be promptly returned to the Disclosing Party. Supplier shall immediately cease all sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the effective date of termination, Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect, either directly or through some other contract vehicle. Following the effective date of termination, Lead Agency and CoreTrust shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or supplier.

**5. CONFIDENTIALITY.** This **Section 5** shall apply solely to the extent permitted by applicable law. The non-public nature and details of the business relationship established hereunder, and each Party's ("**Disclosing Party**") non-public business information to which another Party (the "**Receiving Party**") becomes privy during the Term, constitute the Disclosing Party's confidential and proprietary information ("**Confidential Information**"), the disclosure, copying, or distribution of which in breach of this Master Agreement could result in harm to the Disclosing Party. Each Party shall maintain the other Parties' Confidential Information in the strictest confidence and shall not disclose, copy, or distribute the other Parties' Confidential Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, consultants, and suppliers with a need to know the Confidential Information who are bound: (a) in writing to these confidentiality obligations; and/or (b) by a professional duty of confidentiality. The foregoing shall not limit a Receiving Party, for purposes of marketing, from informing actual or potential CoreTrust Participants of the existence of a general contractual relationship between the Parties. The confidentiality obligations set forth in this Section shall continue in effect for the Term and thereafter for so long as permitted under applicable law. For clarity, "Confidential Information" shall not include information: (i) which is or becomes generally available to the public other than through the fault of the Receiving Party or a third party acting on the Receiving Party's behalf; (ii) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party; and/or (iii) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives (provided, such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information). Notwithstanding anything to the contrary herein, if a Receiving Party is required by applicable law, legal process, and/or court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (1) promptly notify the Disclosing Party in writing (to the extent legally permitted) so that the Disclosing Party may seek a protective order or other appropriate remedy; (2) furnish only that portion of the Confidential Information which is legally required; and (3) reasonably cooperate with the Disclosing Party's defense against such compelled disclosure (if any), at the Disclosing Party's expense and written request.

**6. INDEMNIFICATION.** Supplier shall indemnify, defend, and hold harmless Lead Agency and their respective administrators, directors, officers, members, managers, employees, and agents (each, an "**Indemnified Party**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) arising from all claims, proceedings, and/or demands ("**Claims**") asserted against an Indemnified Party resulting from the act(s) and/or omission(s) of Supplier or its employees or subcontractors in the preparation of the solicitation and later performance under this Master Agreement. The Indemnified Party shall: (a) notify Supplier in writing promptly upon discovering a Claim (provided, failure to do so shall not excuse Supplier's obligations under this Section unless Supplier is materially prejudiced by such failure), at which time Supplier shall promptly take control of the defense against such Claim; and (b) reasonably assist Supplier in its defense at



Supplier's reasonable request and expense. Supplier shall not settle any Claim without the applicable Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnified Party shall be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense.

**7. INSURANCE.** During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

**8. AUDIT.** Lead Agency, whether directly or through an independent auditor or accounting firm, may perform audits of Supplier materials, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and in a manner not unreasonably interfering with Supplier's ordinary business operations.

## 9. MISCELLANEOUS

a. Submission Review. Lead Agency shall review proposed Respondent contract documents. Respondent's contract document shall not become part of Lead Agency's and CoreTrust's contract with Respondent unless and until an authorized representative of each of Lead Agency and CoreTrust reviews and approves it in writing.

b. General. This Master Agreement, together with all solicitation components of the solicitation, the components of Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same. Supplier's complete and final solicitation response is hereby incorporated into and made part of this Master Agreement. No release, discharge, abandonment, waiver, alteration, or modification of any provision of this Master Agreement shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties. This Master Agreement should be construed without regard to any rule requiring interpretation against the drafting Party. Waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement. If any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be enforced to the extent permissible and the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature shall be deemed an original signature. In the event of conflict between terms in this Master Agreement and the terms of the solicitation or any section or attachment thereto, the following order of precedence applies: (i) the terms in the body of this Master Agreement; (ii) specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "Force Majeure Event" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly



remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

e. Relationship. Nothing contained in this Master Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. No Party has authority to contract for or bind another Party in any manner whatsoever except as expressly permitted under this Master Agreement. This Master Agreement is made solely for the benefit of the Parties, and no third party shall acquire or have any right under or by virtue of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of New York and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER HARRIS COUNTY, TX WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Town of Greece, Department of Finance  
1 Vince Tofany Blvd,  
Greece, NY 14612

With a copy to:

CoreTrust Purchasing Group LLC  
Attn: Drew Tuller, Senior Director Sales, Public Sector  
601 11th Avenue North, 7th Floor  
Nashville, Tennessee 37203



**SECTION J – MASTER AGREEMENT ACCEPTANCE FORM**

*[Attachment to Follow]*

**ODP Business Solutions, LLC Clarifications/Exceptions to Coretrust  
Request For Proposals (RFP)**

**Issued by:  
Town of Greece, NY  
for  
24COR-013GR**

**Rugged Technology, Ancillary Products & Related Service**

ODP Business Solutions, LLC ("ODP") believes that the clarifications/exceptions below present a very minor departure from Solicitation No.: 24COR-013GR ("RFP") and are not cause for ODP's RFP response to be found non-responsive. If for any reason you find any of the below to be a material departure from the RFP documents, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

**NOTE: All page references pertain to the page the exception item resided on in the Amended RFP document entitled 24COR-13GR Rugged Technology Solicitation v2 Redline**

**Request for Proposal document**

<u>Page</u>	<u>Clarification/Exception</u>
53	<p><u>Invoicing</u></p> <ul style="list-style-type: none"> <li>• <u>List Price for each Product SKU</u></li> </ul> <p>ODP's invoices do not include list price.</p>
55 & 56	<p><u>11. Scope of Work</u></p> <p><u>Location of Data; CONUS or OCONUS</u></p> <p>Paragraphs 1-4</p> <p>ODP clarifies that it has an IT services agreement with HCL that provides an extension of services by team members residing in India. They access all ODP data via ODP's virtual desktops and they work varying hours.</p>
56	<p><u>11. Scope of Work</u></p> <p><u>Data Breach – Required Contractor Actions</u></p> <p>ODP amends the second sentence to read as follows: "If no such agreement is in place, then the default agreement shall be notification of all confirmed Security Incidents involving Participant Entity personally identifiable information (PII) that may have a direct impact on the Participating Entity by phone immediately upon detection to the Participating Entity's representative."</p> <p>ODP will only notify on breaches involving PII, not all security incidents.</p>
56	<p><u>11. Scope of Work</u></p> <p><u>Cyber Security Plan &amp; Protocols</u></p> <p>ODP can provide: Information Security Posture Statement, ODPBS SOC2 Report, and PCI DSS Attestation of Compliance (if NDA is signed prior).</p>

70	<p><u>4. Evaluation Process And Criteria</u>  <u>G. Complete Proposal.</u>  <u>1. Value.</u>  <u>2. Maximum Price.</u></p> <p>ODP strikes Section 4, Paragraph G, subsections 1 and 2 in their entirety. ODP adds the following: "The pricing terms and conditions offered to the Lead Agency under this Agreement, in the aggregate, are as favorable as those offered by the Respondent to any of its similarly situated cooperatives serving the public sector. The pricing offered hereunder will be based on several factors, including, but not limited to, overall product mix, purchase volume, and service level requirements. Pricing for Participants may be customized based on numerous factors, but the Respondent cannot guarantee that any one individual Participant's pricing will be as favorable as any other individual Participant's pricing."</p>
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**Section I – Form of Master Agreement**  
**Master Cooperative Purchasing Agreement**

<u>Page</u>	<u>Clarification/Exception</u>
85	<p><u>3. Pricing</u>  <u>b. Restrictions</u></p> <p>Notwithstanding anything herein to the contrary, in the event of any extraordinary changes in the market, including but not limited to tariffs and costs impacted by raw materials or supply and demand, ODP will have the right to adjust the pricing immediately upon providing written notice to City to reflect such price increases.</p>
86	<p><u>4. Term; Termination</u>  <u>C. Effect Of Termination</u></p> <p>ODP adds the following after the word "Information" and before the word "shall" in the first sentence of Section 4.c.: "<i>except for automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's, as that term is defined below, information systems policies, provided that receiving party shall make no further use of such copies</i>"</p>
87	<p><u>7. Insurance</u></p> <p>ODP strikes the second to the last sentence of this section and replaces it with the following: "<i>Written notice shall be provided to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, upon request from any Program Participants and prior to furnishing Products &amp; Services, valid certificates evidencing the effectiveness of the foregoing insurance policies.</i>"</p>
87	<p><u>8. Audit</u></p> <p>ODP strikes this Section 8 and replaces it with the following: "<i>Lead Agency, whether directly or through an independent auditor or accounting firm, at its sole cost and</i></p>

	<i>expense, may, no more than one time per 12-month basis, perform audits of Supplier non-confidential and non-proprietary materials, including inspection of books, records, and computer data relevant to Supplier's provision of Products &amp; Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable written notice to Supplier and in a manner not unreasonably interfering with Supplier's ordinary business operations."</i>
87	<p><u>9. Miscellaneous</u></p> <p>ODP adds the following paragraph: <i>"Adjustments. In the event of any extraordinary changes in the market, including but not limited to tariffs and costs impacted by raw materials or supply and demand, Supplier will have the right to adjust the pricing of the Products immediately upon providing written notice to CoreTrust to reflect such price increases."</i></p>

**Section K – Form of Administration Agreement**  
**Administration Agreement**

<u>Page</u>	<u>Clarification/Exception</u>
93	<p><u>1 Party Obligations</u>  <u>c. Supplier</u>  <u>ii. Sales Commitment</u></p> <p>ODP strikes the following sentence: <i>"Where Supplier has an existing contractual relationship for Products &amp; Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state."</i></p> <p>This language could potentially conflict with the language in other public sector cooperative agreements.</p>
94	<p><u>2. Term; Termination</u>  <u>a. Term</u></p> <p>ODP strikes Section 2.a. in its entirety. The Term of the Administrative Agreement shall be coterminous with the Master Agreement and any renewals thereof.</p>
94	<p><u>2. Term; Termination</u>  <u>b. Termination</u></p> <p>ODP clarifies: The initial term and renewals of the resulting contract shall be mutually agreed upon. Each party shall have the right to terminate the resulting contract, at any time, without cause, by providing ninety (90) days prior written notice to the other party. If termination for cause is contemplated, the defaulting party shall receive thirty (30) days' notice and the opportunity to cure prior to termination.</p>
94	<p><u>3. Fees</u>  <u>a. Administrative Fee</u></p>

	<p>ODP strikes the following: <i>"Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month."</i></p> <p>ODP shall pay CoreTrust the Administrative Fee on a quarterly basis and within thirty (30) days after the expiration of each calendar quarter.</p>
94	<p><u>4. Representations &amp; Warranties</u> <u>b. By Supplier.</u></p> <p>ODP strikes the following: <i>"v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement;"</i></p>
96	<p><u>7. Definitions</u></p> <p>ODP strikes the following: <i>"(a) 'Administrative Fee' means an amount equal to one percent (1%) of the total sales price of all Products &amp; Services purchased by the Participating Agencies and billed by Supplier (excluding taxes)."</i></p> <p>ODP add the following: <i>"(a) 'Administrative Fee' means an amount equal to one percent (1%) of the Actual Spend of Participating Agencies and billed by Supplier. 'Actual Spend' shall mean the aggregate paid-for purchases from ODP by Participating Agencies under a Master Agreement, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, incentives actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, paper, gift cards and warranties."</i></p>



MASTER AGREEMENT ACCEPTANCE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.

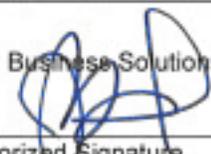
The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	ODP Business Solutions, LLC
Address	6600 North Military Trail
City/State/ZIP	Boca Raton, FL 33496-2434
Phone Number	781-789-2909
Email Address	bill.rigby@odpbusiness.com
Printed Name	Joseph Brothers
Job Title	SVP, Strategy & Growth

Authorized Signature	
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Master Agreement Effective Date	[INSERT HERE]
Master Agreement Termination Date	[INSERT HERE]
Contract Number	[INSERT HERE]

ODP Business Solutions, LLC



Authorized Signature

Joseph Brothers

Printed Name

SVP, Strategy & Growth

Title

August 21, 2025

Date

THE TOWN OF GREECE, NY

Authorized Signature

Printed Name

Title

Date



**SECTION K – FORM OF ADMINISTRATION AGREEMENT**

*[Attachment to Follow]*

**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT, including the Terms and Conditions attached hereto as Attachment A (collectively, this "Admin Agreement") is entered into as of **[CLICK HERE TO ENTER DATE]** ("Effective Date") by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company ("CoreTrust") and the Party identified in the table below ("Supplier") (each a "Party" and together the "Parties").

This Admin Agreement sets forth certain terms between CoreTrust and Supplier that apply to Supplier's provision of Products & Services to governmental agencies participating in CoreTrust's national cooperative purchasing program ("Participating Agencies"). For purposes of this Admin Agreement, any lead agency shall also be a Participating Agency.

<b>Supplier Full Name:</b>	ODP Business Solutions, LLC
<b>Supplier Address:</b>	6600 North Military Trail, Boca Raton, FL 33496-2434

<b>Supplier National Account Manager:</b>		<b>Notice Address(es)* per Section 6(f):</b>
Name:	Bill Rigby	kathy.walsh@odpbusiness.com, <a href="mailto:Michael.Tattersall@odpbusiness.com">Michael.Tattersall@odpbusiness.com</a> , <a href="mailto:Micah.Ferraro@odpbusiness.com">Micah.Ferraro@odpbusiness.com</a> <i>*Please identify above any additional addresses to which a simultaneous copy should be sent.</i>
Title:	Director Technology	
Telephone:	781-789-2909	
Email:	bill.rigby@odpbusiness.com	

<b>CoreTrust Point of Contact:</b>		<b>Notice Address(es) per Section 6(f):</b>
Name:	Drew Tuller	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203  With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Senior Director Sales, Public Sector	
Telephone:	518-538-1948	
Email:	<a href="mailto:Drew.Tuller@coretrustpg.com">Drew.Tuller@coretrustpg.com</a>	

IN WITNESS WHEREOF, CoreTrust and Supplier have signed this Admin Agreement by their duly authorized representatives as of the Effective Date.

**CORETRUST PURCHASING GROUP LLC**

**SUPPLIER - ODP Business Solutions, LLC**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Joseph Brothers  
\_\_\_\_\_  
Printed Name



## ATTACHMENT A – TERMS AND CONDITIONS

### 1. PARTY OBLIGATIONS

a. Mutual. Each Party shall cooperate in good faith to reasonably enable each Participating Agency's procurement of the Products & Services as contemplated hereunder.

b. CoreTrust. In addition to and without limiting Sections 1(a) and 4, CoreTrust shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Supplier Sales Training. CoreTrust shall during the Term develop, as appropriate and subject to Supplier approval (which approval shall not be unreasonably withheld, conditioned, or delayed), various sales training materials, sales tools, and marketing collateral to promote Supplier's Products & Services. In addition to the foregoing, CoreTrust shall (as appropriate) during the Term, and subject to CoreTrust's scheduling requirements: (1) conduct periodic sales trainings with Supplier sales representatives assigned to sell Products & Services; (2) provide such sales representatives with marketing collateral and sales tools to utilize with the Organizations, with particular focus on CoreTrust's procurement process and Organizations' legal ability in any applicable state (as further described in the Attachments) to purchase Products & Services without having to conduct their own bid or solicitation process; and (3) attend at least one Supplier company-wide sales and / or leadership meeting per year.

(ii) General Sales Support. CoreTrust shall, subject to CoreTrust's scheduling requirements, engage in Supplier sales efforts as agreed in writing between the Parties through participating in: (1) individual sales calls; (2) joint sales calls; (3) communications and customer service; (4) discussions and communication with Organizations during the sales process to address questions related to CoreTrust's procurement process, legal authority to purchase through the Cooperative Program, and Cooperative Program design; (5) trainings for Participating Agencies' teams; (6) regular business reviews to monitor Cooperative Program success; and (7) general contract administration.

(iii) Marketing. CoreTrust shall incorporate information about the Products & Services into CoreTrust's website and general collateral materials. CoreTrust and Supplier shall jointly develop and approve marketing materials to promote Products & Services, such as website content, print materials, talking points, press releases, and general correspondence. Subject to CoreTrust's scheduling requirements, CoreTrust shall market the Products & Services to Organizations as part of CoreTrust's ongoing Cooperative Program and other marketing activities, which may consist of: (1) general marketing of all of CoreTrust's master agreements, including Supplier's Products & Services; (2) marketing of Supplier's Products & Services specifically and / or as part of a package of selected master agreements to targeted Organizations; and (3) attending trade shows, conferences, and meetings, among other activities in CoreTrust's reasonable discretion.

c. Supplier. In addition to and without limiting Sections 1(a) and 4, Supplier shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Contract Administrator; Registration. Supplier shall identify a national account manager on the Cover Page and a separate executive corporate sponsor, each of whom is responsible for the overall management of this Admin Agreement, and notify CoreTrust promptly in writing following any change to such designee(s). Supplier is responsible for ensuring that each Organization has completed CoreTrust's registration process as designated by CoreTrust to Supplier prior to processing such Organization's first order.

(ii) Sales Commitment. Supplier shall market the Cooperative Program in the public sector as more thoroughly described in this Admin Agreement and the Plan. Supplier shall make available to interested Organizations such price lists or quotes as may be necessary for such Organizations to evaluate potential purchases of Products & Services, including without limitation publicizing and directly marketing to the Organizations (through print materials, appearances at conferences and promotional events, and other advertising and marketing activities) the benefits of CoreTrust's Cooperative Program and purchasing Products & Services through Supplier. Where Supplier has an existing contractual relationship for Products & Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state.

(iii) Marketing and Training Commitment. Supplier shall, as more thoroughly set forth in the Plan (as applicable): (1) conduct training and education services about the Cooperative Program for the Organizations according to CoreTrust's reasonable scheduling requirements; (2) provide CoreTrust access to and use of Supplier's documents, presentations, and other materials applicable to this Admin Agreement and the services contemplated hereunder to enable CoreTrust to promote its Cooperative Program as contemplated hereunder; and (3) upon CoreTrust's reasonable request, provide information about the Participating Agencies' procurement of Products & Services which CoreTrust may use to improve its procurement processes.

(iv) Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.



(vi) Performance Review. During the Term, upon CoreTrust's reasonable request, Supplier shall participate in a performance review meeting with CoreTrust to evaluate Supplier's performance hereunder with respect to the marketing of the Program.

## 2. TERM; TERMINATION

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a. Term. The Term of this Admin Agreement five (5) years.

b. Termination. Supplier's failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Admin Agreement, at CoreTrust's sole discretion.

c. Effects of Termination. Upon termination of this Admin Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

## 3. FEES

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a. Administrative Fee. Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

b. Reporting. No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.

c. Audit. CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Admin Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

## 4. REPRESENTATIONS & WARRANTIES

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a. Mutual. Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

b. By Supplier. Supplier hereby represents and warrants that: (i) this Admin Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

## 5. INDEMNIFICATION; LIMITATION OF LIABILITY

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a. Indemnification. Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this Admin Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Admin Agreement.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to



any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Admin Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this [Section 5](#) shall survive the termination of this Admin Agreement.

## 6. MISCELLANEOUS

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a. **General.** This Admin Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, representations, and understandings relating to the same (written or oral). All Attachments hereto are hereby incorporated and made a part of Admin Agreement. Any conflict among the terms and conditions of any document associated herewith shall be resolved in the following order of precedence: (i) any Attachment; (ii) these Terms and Conditions; and (iii) any other such associated document. This Admin Agreement may be amended, modified, or supplemented only by a written document expressly indicating such intent of the Parties that is executed and delivered by an authorized representative of each Party. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege. If a court of competent jurisdiction finds any provision of this Admin Agreement unenforceable or invalid, then such provision shall be ineffective to the extent of the court's ruling, and all remaining portions of the Admin Agreement remain in full force and effect. This Admin Agreement may be executed in two or more counterparts, and manually-executed counterparts may be delivered in electronic form, each of which is deemed an original, and all of which together constitute one and the same instrument. Paragraph headings contained herein are for reference only and are not substantive parts of this Admin Agreement. The use of the singular or plural shall include the other form. As used in this Admin Agreement, all references to "include" or "including" mean inclusive by way of example, and not restrictive by way of limitation, and all references to "day(s)" mean calendar days unless otherwise indicated. This Admin Agreement shall not be construed as prepared by one Party, but rather as if the Parties jointly prepared the same.

b. **Relationship.** Nothing contained in this Admin Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. Neither Party has authority to contract for or bind the other in any manner whatsoever except as expressly set forth in this Admin Agreement. This Admin Agreement is made solely for the benefit of the Parties, and no other persons shall acquire or have any right under or by virtue of this Admin Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Admin Agreement, in whole or in part.

c. **Assignment.** Supplier shall not assign this Admin Agreement nor its rights or obligations hereunder without CoreTrust's advance written consent. CoreTrust may in its sole discretion assign this Admin Agreement and / or its rights or obligations hereunder, if to a legal entity that has the authority and capacity to perform CoreTrust's obligations under this Admin Agreement. Any assignment in violation of this Section shall be null and void. This Admin Agreement shall bind upon and inure to the benefit of the Parties, their successors, and permitted assigns.

d. **Governing Law.** This Admin Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMIN AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

e. **Force Majeure.** The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Admin Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Admin Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Admin Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

f. **Notices.** Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this [Section 6\(f\)](#)), by: (i) personal hand, effective on delivery; (ii) certified mail, return receipt requested and postage prepaid, effective three (3) days following deposit with the U.S. Postal Service; or (iii) nationally recognized overnight courier service, effective the next business day following deposit therewith. The Parties may exchange correspondence via email concerning ordinary business matters hereunder; provided, formal notices due under this Admin Agreement are not effective unless sent pursuant to this [Section 6\(f\)](#).

g. **Publicity.** A Party may issue press releases or other public announcements with respect to this Admin Agreement only with the prior written consent of the other Party's authorized representative. CoreTrust may use Supplier's trademarks, names, and logos as provided by Supplier to CoreTrust. CoreTrust authorizes Supplier to use CoreTrust's trademarks, names, and logos solely as provided by CoreTrust to Supplier and for the purposes of this Admin Agreement. Each Party's use of the other Party's trademarks, names, and logos shall be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including,



but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to this Admin Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, no Party shall have any right, title, or interest in the other Party's trademarks, names, and/or logos.

## 7. DEFINITIONS

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(a) "**Administrative Fee**" means an amount equal to **one** percent (1%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

(b) "**Administrative Fee Report**" means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as Schedule 1.

(c) "**Attachment**" means the appendices attached hereto and made a part of this Admin Agreement.

(d) "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond a Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.

(e) "**Cooperative Program**" means CoreTrust's group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.

(f) "**Organization(s)**" means (collectively) state, county, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.

(g) "**Plan**" means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (e.g., developing and presenting case studies, collateral pieces, and presentations).

(h) "**Products & Services**" means those products and services provided or otherwise made available by Supplier under this Admin Agreement.

(i) "**Supplier Content**" means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.

**SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT**

	<b>File Type:</b>	ADMIN	<b>Lead Agency ID:</b>	
	<b>Supplier Name:</b>	ODP Business Solutions, LLC	<b>Related Check/Wire #:</b>	
	<b>Contract Number:</b>		<b>Check/Wire Amount:</b>	
	<b>Month:</b>		<b>Total Fees for this Month for this contract:</b>	
	<b>Year:</b>			
<p><b>NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at <a href="mailto:gethelp@coretrustpg.com">gethelp@coretrustpg.com</a> if you need assistance.</b></p>				
<p align="center"><b>DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.</b></p>				
	<b>Participating Agency ID (Provided by CoreTrust)</b>	<b>Participating Agency Name</b>	<b>Monthly Net Sales</b>	<b>Monthly Admin Fees</b>

*\*All amounts to be stated in U.S. Dollars.*



**Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement**

*[Attachment to Follow]*



## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (this "**Agreement**") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate ("**Lead Agency(ies)**") with CoreTrust Purchasing Group LLC ("**CoreTrust**") to be appended and made a part hereof, and other government agencies (collectively, with Lead Agency, a "**Program Participant**") who participate in the cooperative purchasing programs administered by CoreTrust and / or its affiliates and subsidiaries (collectively, "**Program**") in the manner designated by Lead Agency and/or CoreTrust.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products & Services**") to the applicable Lead Agency and Program Participants;

**WHEREAS**, Master Agreements are made available to Program Participants by Lead Agencies through the Program and provide that Program Participants may voluntarily purchase Products & Services on the same terms, conditions, and pricing as Lead Agency, subject to any applicable federal and / or local purchasing ordinances and the laws of the state of purchase;

**WHEREAS**, the parties hereto desire to comply with the requirements of any intergovernmental cooperative act, if applicable, to the laws of the state of purchase; and

**WHEREAS**, in addition to Master Agreements, the Program may from time-to-time offer Program Participants the opportunity to acquire Products & Services through other group purchasing agreements.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

- 1. COOPERATION.** Each party shall facilitate the cooperative procurement of Products & Services.
- 2. COMPLIANCE WITH LAWS.** The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant's procurement practices.
- 3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS.** The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
- 4. INFORMATION SHARING.** The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.
- 5. AGREEMENT ACCESS.** Program Participant agrees that the Program may provide access to group purchasing organization ("**Cooperative**") agreements directly or indirectly by enrolling Program Participant in another Cooperative's purchasing program; provided, the purchase of Products & Services shall be at Program Participant's sole discretion.
- 6. PAYMENT.** Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products & Services procured and received through any Master Agreement (each a "**CoreTrust Agreement**") in accordance with the terms and conditions of the Master Agreement.
- 7. ADMINISTRATIVE FEE.** Program Participant acknowledges and agrees that CoreTrust may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.
- 8. RESTRICTIONS.** Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant's own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.
- 9. REMEDY; DISPUTE.** Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and



any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

**10. NON-CIRCUMVENTION.** Program Participant shall not use this Agreement or the terms and conditions of any CoreTrust Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

**11. DISCLAIMER.** Program Participant shall be responsible for the ordering of Products & Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products & Services under this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORETRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PRODUCTS & SERVICES OR CORETRUST AGREEMENT AND SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY SUPPLIER OR OTHER PARTY UNDER A CORETRUST AGREEMENT.

**12. TERMINATION.** This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

**13. SEVERABILITY.** If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**14. ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Program Participant and CoreTrust may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Program Participant or CoreTrust shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 shall be null and void.

**15. ENTIRE AGREEMENT.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**16. LIABILITY.** To the extent not prohibited by law, Program Participant shall indemnify, defend, and hold harmless CoreTrust and its directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all third-party claims, proceedings, and / or demands ("**Claims**") resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE CORETRUST SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ACTION, OF SUPPLIER IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER A CORETRUST AGREEMENT.

**17. ACKNOWLEDGMENT.** Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

**18. COMMENCEMENT.** This Agreement shall take effect upon: (i) executing a Lead Public Agency Certificate; or (ii) the Program Participant registering on any Program website or other formal written means, as applicable.



**SECTION M – LEAD PUBLIC AGENCY CERTIFICATE**

*[Attachment to Follow]*



**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Agency for the CoreTrust Program, the Town of Greece has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products & Services that from time to time are made available by Lead Agency to Program Participants nationwide through CoreTrust. Copies of Master Agreements and any amendments thereto made available by Lead Agency shall be provided to Suppliers and CoreTrust to facilitate use by Program Participants.

I understand that the purchase of one or more Products & Services under the provisions of the MICPA is at the sole and complete discretion of the Program Participant.

**LEAD AGENCY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



CORETRUST

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**SECTION N – TECHNICAL PROPOSAL**

## Executive Leadership Team: Committed to World-Class Care

Gerry P. Smith  
Chief Executive Officer

David Centrella  
EVP, ODP Business Solutions

### Account Management

Brian Abromovage  
Vice President, Business Solutions

Bill Rigby - Director, Emerging  
Growth Technology

Kathy Walsh - Account  
Development Manager, Technology

Michael Tattersall  
Director, Strategic Acquisitions

Micah Ferraro - Enterprise Business  
Development Manager

### Support Teams: Helping Businesses through Exceptional Customer Care

Implementation/ IT Team/Legal

Supply Chain/Operations Team

Support Teams Directors/Mgrs.

Technology Customer Care Team

Strategic Support & Customer  
Care Professionals

Ecommerce Manager  
Technical Support



**Category Discount - Cost Proposal**

Vendor Name	ODP BUSINESS
Federal ID Number	86-2161688

<b>Lot 1 - Fully-Rugged Hardware</b>	Minimum discount from list less 10%
<b>Lot 2 - Semi-Rugged Hardware</b>	Minimum discount from list less 10%
<b>Lot 3 - Ancillary Products</b>	Minimum discount from list less 10%
<b>Lot 4 - Warranties and Value-Added Services</b>	Minimum discount from list less 10%

Vendors: Bid proposed Category Discount off of each Lot, to be applied against the Proposed Contract NTE Base Price.



**Addendum #1**

Issue Date: August 7, 2025

Solicitation Title: 24COR-013GR Rugged Technology, Ancillary Products & Related Services

Notice is hereby given that the Town of Greece, NY and CoreTrust are issuing Addendum #1 as part of the subject Solicitation. The Solicitation, together with this Addendum #1, constitute the entire understanding between each of the participating Bidders, the Town of Greece, NY and CoreTrust.

Changes to the Solicitation, as set forth herein, shall be incorporated into Bidder proposals where required.

The Town of Greece, NY and CoreTrust issues Addendum #1, as indicated, below:

Due to technical difficulties and the high level of participation, to be inclusive, we are reopening the Questions and Answers period and extending the deadline for questions to August 13, 2025. Answers will be posted no later than August 18, 2025 to CoreTrust Public Sector.

**Bidders can submit questions to: [icasilio@greeceny.gov](mailto:icasilio@greeceny.gov) and cc: [charlie.rosol@aposteriorillc.com](mailto:charlie.rosol@aposteriorillc.com)**

**Please sign and complete this page and enclose it with your Bid Documents:**

.....

I, Joseph Brothers, have read the information submitted as Addendum #1 to Solicitation Title: 24COR-013GR Rugged Technology Ancillary Products & Related Services and I am fully aware of all additional circumstances.

  
\_\_\_\_\_  
Representative Signature

August 21, 2025  
\_\_\_\_\_  
Date

ODP Business Solutions, LLC  
\_\_\_\_\_  
Company Name



## **Addendum #2**

Issue Date: August 15, 2025

Solicitation Title: 24COR-013GR Rugged Technology, Ancillary Products & Related Services

Notice is hereby given that the Town of Greece, NY and CoreTrust are issuing Addendum #2 as part of the subject Solicitation. The Solicitation, together with this Addendum #2, constitute the entire understanding between each of the participating Bidders, the Town of Greece, NY and CoreTrust.

Changes to the Solicitation, as set forth herein, shall be incorporated into Bidder proposals where required.

The Town of Greece, NY and CoreTrust issues Addendum #2, as indicated, below:

We have released responses to all questions received, see below.

We have also released the following changes to the Solicitation and its attachments:

- Solicitation, Appendix B, Section F, 11. Scope of Work (Revised to include more examples of what is in-scope)
- Solicitation, Appendix B, Section F, 11. Scope of Work, Contract Price List Updates (Addition)
- Solicitation, Appendix B, Section F, Replacement Contractor (Revised)
- Solicitation, Appendix B, Section G, Company Summary, a. Experience
- Solicitation, Appendix B, Section G, Company Summary, b. Distribution Capacity (Revised)
- Solicitation, Appendix B, Section G, 4. h. Verifiable Sales (Revised)
- Solicitation, Appendix B, Section G, Technical Review of Technical Proposal, Technology Products and Service Offerings, a. (Revised)
- Solicitation, Appendix B, Section G, Technical Review of Technical Proposal, Technology Products and Service Offerings, h. (Revised)
- Solicitation, Appendix B, Section G, Technical Review of Technical Proposal, Electronic Commerce, Ordering Tools & Methods, and Invoicing, a. (Revised)
- Solicitation, Appendix B, Section G, 4. Review of Financial Cost Proposal (Revised)
- Solicitation, Attachment A – Terms and Conditions, 7. Definitions, a) Administrative Fee (Revised)
- 24COR-013GR Pricing Pages ver2 (Excel)



- 24COR-013GR Verifiable Sales ver2 (Excel)
- 24COR-013GR Verifiable Sales Attestation Form (.docx) (Addition)

**Please sign and complete this page and enclose it with your Bid Documents:**

.....

I, Joseph Brothers \_\_\_\_\_, have read the information submitted as Addendum #2 to Solicitation Title: 24COR-013GR Rugged Technology Ancillary Products & Related Services and I am fully aware of all additional circumstances.

  
\_\_\_\_\_  
Representative Signature

August 21, 2025 \_\_\_\_\_  
Date

ODP Business Solutions, LLC  
Company Name



### Questions and Answers

Item #	Question	Answer
1	So is this a cooperative contract similar to Omnia, Axia, etc?	<p>Yes, this cooperative contract is similar.</p> <p>The resulting cooperative contract from this competitive, collaborative solicitation process seeks to award a single supplier. This will allow for rapid government acquisition of desired products and services; reduce barriers and cost between the awarded supplier and Participating Entities; and deliver competitive pricing.</p>
2	Do you allow for Dealers/subcontracting?	<p>Yes. Please refer to the Solicitation, Appendix B, Section F, Contractor Responsibility for Subcontractors and Solicitation, Appendix B, Section G, Technical Review of Technical Proposal, Ensuring Support and Account Management.</p> <p>Subcontracting is encouraged. We anticipate high volumes on a national scale. Additionally, Participating Entities may have their own participation goals at the local or regional level.</p>
3	Will you be looking for total Lifecycle Service from procurement all the way through ITAD (IT Asset Disposition)?	<p>Qualified Bidders shall provide a full catalog of products and related services that meet the scope of the solicitation. (Solicitation, Appendix B, Section F, 11. Scope of Work)</p> <p>ITAD would be a Value-Added Service which is applicable to Lot 4 – Software, Warranties and Value-Added Services.</p>



		<p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad scope of rugged technology offerings, related products, and services (Solicitation, Appendix B, Section F, 10. Background).</p>
4	<p>As long as scope is satisfied would a "full line card" or "catalog award" be considered?</p>	<p>Qualified Bidders shall provide their complete catalog of Products and Services within the solicitation scope for all Lots and Bidder shall clearly indicate designated Lots to their proposed Products and Services in 24COR-013GR Pricing Pages (Excel) (or through a dedicated proposal link to catalog). No out-of-scope products or services will be permitted. Please see the revised Solicitation, Appendix B, Section G, Financial Review of Cost Proposal.</p> <p>Potential governmental Participating Entities want the availability of a full line of solutions to the resulting contract, but they also want base pricing transparency.</p>
5	<p>Is BidNet the only way to get bids?</p>	<p>Solicitation documents are available to download at the <a href="#">CoreTrust Public Sector, Current Solicitations</a> webpage.</p> <p>Documents are listed for download here: <a href="https://www.coretrustpg.com/public-sector/rugged-technology">https://www.coretrustpg.com/public-sector/rugged-technology</a></p> <p>If Bidders want a paper copy of the solicitation, these are also available through the Town of Greece NY's Town Clerk's office.</p>
6	<p>Is the pricing firm fixed or based on a discount % off catalog list price?</p>	<p>Qualified Bidders shall bid a Cost Proposal in the form of discount percentages off list price against all Lots in 24COR-013GR Pricing Pages, Tab Category Discount. Please refer to the revised</p>



		Solicitation, Appendix B, Section G, Financial Review of Cost Proposal)
7	Will there be any warehousing of equipment?	<p>Qualified Bidders shall provide a full catalog of products and related services that meet the scope of the solicitation. (Solicitation, Appendix B, Section F, 11. Scope of Work)</p> <p>Warehousing would be a Value-Added Service applicable to Lot 4 – Software, Warranties and Value-Added Services.</p> <p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad scope of rugged technology offerings, related products, and services (Solicitation, Appendix B, Section F, 10. Background).</p>
8	Semi-rugged and rugged on the verifiable sales requirement are not industry terms. Will you consider combining these requirements to prevent different suppliers from responding with a synchronous response? (SECTION F.11 and SECTION G.4)	<p>The solicitation defines differences between semi-rugged and fully-rugged. Please refer to Solicitation, Appendix B, Section F, 11. Scope of Work.</p> <p>We have also revised the Solicitation to notify Bidders the following:</p> <ul style="list-style-type: none"><li>-Bidders will complete a Verifiable Sales Attestation form with their bid submission;</li><li>-Only the apparent awardee will be asked to complete Verifiable Sales documentation; and</li><li>-The apparent awardee has the option to supply their own sales data instead of 24COR-013GR Verifiable Sales (Excel).</li></ul> <p>Please refer to the revisions found in Solicitation, Appendix B, Section G, 4h. Verifiable Sales.</p>



		<p>Verifiable Sales is designed to be a metric proving the Bidder's financial and distribution capability of in-scope Products and Services at scale. We additionally reserve the right to audit and request additional information to support Verifiable Sales documentation.</p>
9	<p>The requirement for verifiable sales is a significant administrative task that makes responding to the solicitation prohibitive. Will you consider other evidence of national capacity? (SECTION G.4)</p>	<p>Please refer to the answer, above, to Question #8.</p>
10	<p>You ask for pricing by item on the pricing sheets, would discounting by category and including a link to our website with pricing be acceptable? (EXL. File Greece 24COR-013GR)</p> <p>If not, there would be 1M+ line items and unmanageable as well as not include any new items that are released during the contract period</p>	<p>Yes. We have revised the Solicitation and Pricing Pages to align with Bidders supplying a dedicated proposal link in lieu of transferring their catalog to the Pricing Pages.</p> <p>Please refer to the revised 24COR-013 GR Pricing Pages; Solicitation, Appendix B, Section F, 11. Scope of Work, Contract Price List Updates and Section G, 4. Review of Financial Cost Proposal.</p> <p>The end goal of the solicitation is to offer Participating Entities transparent, competitive pricing to drive participation and engagement of the resulting Contract. The resulting awarded Contractor's Section O – Cost Proposal, which will become the Contract Price List, will detail the base pricing of all items in-scope. It will clearly indicate the applicable Lots for all Products and Services and Lot category discounts. It will also identify any other</p>



		<p>applicable discounts (such as volume discounts).</p> <p>No out-of-scope Products or Services will be permitted in the resulting contract price list.</p> <p>In addition, we believe we have addressed future-proofing the resulting Contract with the named revisions, above.</p>
11	<p>What type of rugged devices are you looking for? Quantities?</p>	<p>The scope of this solicitation is for rugged technology. This will include, but is not limited to, fully- and semi-rugged hardware (e.g. laptops, tablets, smartphones, etc.) and related ancillary products (e.g. peripherals, components, accessories such as back-up batteries, vehicle mounts, displays, docking stations, etc.) and services (e.g. warranties, lost/stolen device location, imaging, asset tagging, etc.) (Solicitation, Appendix B, Section F, 11. Scope of Work)</p> <p>The intended goal of this solicitation and resulting cooperative contract is to create a "one-stop-shop" for governments to rapidly acquire manufacturer-agnostic rugged technology, ancillary products, and related services.</p> <p>The estimated quantities are IDIQ (Solicitation, Appendix B, Section G, D. Estimated Quantities).</p> <p>Please also refer to the answer, above, to question #4.</p>
12	<p>What is the timing for initial devices and how long do you need them available for purchase?</p>	<p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad scope of rugged technology offerings,</p>



		related products, and services (Solicitation, Appendix B, Section F, 10. Background).
13	Do you need MDM capabilities?	<p>Qualified Bidders shall provide a full catalog of products and related services that meet the scope of the solicitation. (Solicitation, Appendix B, Section F, 11. Scope of Work)</p> <p>Assuming that MDM refers to "mobile device management," MDM would be a Value-Added Service applicable to Lot 4 – Software, Warranties and Value-Added Services.</p> <p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad scope of rugged technology offerings, related products, and services (Solicitation, Appendix B, Section F, 10. Background).</p>
14	Do you need rugged accessories?	<p>Qualified Bidders shall provide a full catalog of products and related services that meet the scope of the solicitation. (Solicitation, Appendix B, Section F, 11. Scope of Work)</p> <p>Rugged accessories would be applicable to Lot 3 – Ancillary Products. "Ancillary Products" shall be defined as peripherals, accessories, components, or other items that are compatible for use with fully-rugged or semi-rugged hardware. These Products may include, but are not limited to, back-up batteries, battery charging stations, docking stations, vehicle mounts, printer kits, displays, charging cables, screen protectors, etc.</p> <p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad</p>



		scope of rugged technology offerings, related products, and services (Solicitation, Appendix B, Section F, 10. Background).
15	Do you use PTT?	<p>Assuming that PTT refers to "push to talk," this would be a feature of some devices.</p> <p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad scope of rugged technology offerings, related products, and services (Solicitation, Appendix B, Section F, 10. Background).</p>
16	Do you have minimum warranty requirements?	<p>Qualified Bidders shall provide a full catalog of products and related services that meet the scope of the solicitation. (Solicitation, Appendix B, Section F, 11. Scope of Work)</p> <p>Lot 4, for "Software, Warranties and Value-Added Services," shall be defined as warranty offerings including but not limited to single or multi-year terms covering hardware, drivers, customer support, break-fix, etc. and value-added services including but not limited to asset tagging, imaging, lost/stolen device location, software implementation, DoD level wipe of hard drives, ITAD (IT Asset Disposition) warehousing, etc.</p> <p>The needs of Participating Entities will vary. Therefore, this solicitation seeks a broad scope of rugged technology offerings, related products, and services (Solicitation, Appendix B, Section F, 10. Background).</p>
17	Do you have a Wireless carrier preference? Most of our customers purchase our devices through carriers because the service providers give subsidy \$\$ with	Connectivity is not included in this solicitation.



	service agreements? This is almost always the case with government purchases. How do you plan to handle that?	
--	---	--

**Contractor Information**

Contact Information	
Company Name	ODP Business Solutions, LLC
Doing Business As	
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Website	<a href="http://www.odpbusiness.com">http://www.odpbusiness.com</a>
Federal ID #	96-2591488
Phone Number	561-436-4008

Contract Administrator Information	
Contract Administrator Name	Bill Rigby
Title	Director   Technology
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	761-788-2699
E-Mail	<a href="mailto:bill.rigby@odpbusiness.com">bill.rigby@odpbusiness.com</a>

Account Manager Information	
Account Manager Name	Kathy Walsh
Title	Account Development Manager - Technology
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	847-430-1994
E-Mail	<a href="mailto:kathy.walsh@odpbusiness.com">kathy.walsh@odpbusiness.com</a>

Sales Manager Information	
Contact Name	Micah Ferraro
Title	Enterprise Business Development Manager
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	865-396-2696
E-Mail	<a href="mailto:micah.ferraro@odpbusiness.com">micah.ferraro@odpbusiness.com</a>

Billing Manager Information	
Contact Name	Wicki Wright
Title	Sr. Manager, Cash App & AR Financial Control
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	561-438-7645
E-Mail	<a href="mailto:wbilling@support.odpbusiness.com">wbilling@support.odpbusiness.com</a>

Emergency Contact Information	
Telephone #	847-430-1696
Toll Free Telephone #	888-263-3425
E-Mail	<a href="mailto:kathy.walsh@odpbusiness.com">kathy.walsh@odpbusiness.com</a>

RFQ Contact Information	
E-Mail:	<a href="mailto:bill.rigby@odpbusiness.com">bill.rigby@odpbusiness.com</a> , <a href="mailto:kathy.walsh@odpbusiness.com">kathy.walsh@odpbusiness.com</a>

Contract Issue Escalation Point #1	
Type of Issue:	Problems with Orders, Product Quality; Wrong Items; Damaged on Arrival; Price Discrepancies, etc.
Contact Name	Kathy Walsh
Title	Account Development Manager - Technology
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	865-396-2696
E-Mail	<a href="mailto:kathy.walsh@odpbusiness.com">kathy.walsh@odpbusiness.com</a>
Resolution Time	24-48 Hours

Contract Issue Escalation Point #2	
Type of Issue:	Product Information; Compatibility of Products
Contact Name	Micah Ferraro
Title	Enterprise Business Development Manager
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	865-396-2696
E-Mail	<a href="mailto:micah.ferraro@odpbusiness.com">micah.ferraro@odpbusiness.com</a>
Resolution Time	24-48 Hours

Contract Issue Escalation Point #3	
Type of Issue:	Technical Support; Unsatisfactory Support or Performance
Contact Name	Strategic Support Team
Title	Strategic Support Team
Address	6600 North Military Trail Boca Raton, FL 33496-2434
Telephone #	866-278-1582
E-Mail	<a href="mailto:strategic@support.odpbusiness.com">strategic@support.odpbusiness.com</a>
Resolution Time	24-48 Hours

**Verifiable Sales Attestation Form**

**Instructions:**

Insert the name of the legal business name of the bidding entity (company) in the first six blank fields. The authorized representative of the company will sign and date below with notarization.

I affirm and attest, on behalf of ODP Business Solutions, LLC , at the time of bid submission, that:

- ODP Business Solutions, LLC sold Rugged Technology and related products and services and currently sells Rugged Technology and related products and services, as described in Solicitation, Appendix B, Section F, 11. Scope of Work;
- ODP Business Solutions, LLC sold, cumulatively, \$10 million in Rugged Technology and related products and services (as they relate to Lots 1 through 4) to US governmental entities within the last year from the date of solicitation release (July 22, 2024 – July 22, 2025);
- ODP Business Solutions, LLC is capable of selling and distributing Rugged Technology and related products and services at volume and for multiple Participating Entities across the US, if selected for contract award;
- If the \$10 million threshold cannot be completely met through governmental entities, ODP Business Solutions, LLC will supplement with sales data in the private sector; and
- ODP Business Solutions, LLC will demonstrate Verifiable Sales to the Town of Greece, NY and CoreTrust in accordance with Solicitation, Appendix B, Section G, h. Verifiable Sales before the effective contract start date.

  
\_\_\_\_\_  
Authorized Representative Signature  
Joseph Brothers

8/21/25  
\_\_\_\_\_  
Date  
ODP Business Solutions, LLC

Print Authorized Representative Name  
ODP Business Solutions confirms, in the aggregate, that we meet the Rugged Technology requirements as specified in the solicitation, inclusive of both rugged and semi-rugged categories.

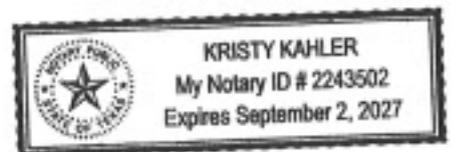
Company Name

Subscribed and sworn to before me this day August 21, 2025

  
\_\_\_\_\_  
Notary Public Signature

My Commission expires 9/2, 2027

(Seal)





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ODP BUSINESS SOLUTIONS LLC  
**Trade Name:**  
**Address:** P.O. BOX 5029  
BOCA RATON, FL 33431  
**Certificate Number:** 2690742  
**Effective Date:** May 11, 2022  
**Date of Issuance:** May 05, 2023

**For Office Use Only:**  
20230505104127865

Certification **67402**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

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-2025 to 15-May-2028**

**ODP BUSINESS SOLUTIONS, LLC**  
**6600 NORTH MILITARY TRAIL**  
**BOCA RATON FL 33496**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer

**A NOTICE AND INVITATION TO ALL EMPLOYEES AND APPLICANTS**

**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

The ODP Corporation has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to assure that:

- a. Persons are recruited, hired, assigned and promoted without regard to race, religion, color, national origin, citizenship, sex, veteran's status, genetic information, sexual orientation, sexual identity or expression, age or disability.
- b. All other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education and social recreation programs are administered without regard to race, religion, color, national origin, citizenship, sex, veteran's status, national origin, citizenship, sex, genetic information, sexual orientation, sexual identity or expression, age or disability.
- c. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity or (4) exercised any other right protected by federal, state or local law requiring equal opportunity.

The Office of General Counsel is responsible for the day-to-day implementation and monitoring of the Affirmative Action Plan. As part of that responsibility, the Legal Employment Team, in collaboration with Human Resources, periodically analyzes the Company's personnel actions and their effects to ensure compliance with our equal employment policy.

If you, as one of our employees or as an applicant for employment, have any questions about this policy or would like to be considered under our Affirmative Action Plan, please reach out to the Office of General Counsel by sending an email to [LegalOperations@officedepot.com](mailto:LegalOperations@officedepot.com) or your Human Resources Representative.

I have reviewed and fully endorse our Affirmative Action and Equal Employment Opportunity program. In closing, I ask the continued assistance and support of all of the Company's personnel to attain our objective of equal employment opportunity for all.

Sincerely,



Gerry P. Smith  
Chief Executive Officer



# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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: 24COR-013GR, RUGGED TECHNOLOGY, ANCILLARY PRODUCTS & RELATED SERVICES

VENDOR NAME: ODP Business Solutions, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) 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. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/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), 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.

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  
Relationship to Vendor/ Bidder  
Description of Activities

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Duration of Engagement  
Anticipated Cessation Date

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*\*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 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.

Signature

08/21/2025

Date

Joseph Brothers, SVP Strategy & Growth

Print Name and Title

# The ODP Corporation Statement of Information Security

*The information contained in this document ("Information") is proprietary to The ODP Corporation ("ODP"). The intent of this statement is to provide our customers with a brief overview of the information security measures implemented to help protect ODP information, infrastructure, and applications. It does not represent all efforts made by the company to combat risks and reduce potential exposure to security breaches of misuse of information.*

*This information may not be duplicated or reproduced without the express prior written consent of ODP. ODP makes no representation or warranty as to the completeness or accuracy of Information and disclaims any liability alleged to result from or arise in connection with the disclosure, reliance on, or use of Information.*

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## EXECUTIVE SUMMARY

The ODP Corporation is committed to creating and maintaining the highest standards of data security. To that end, we have a comprehensive approach to information security and risk mitigation. This includes vigorously protecting customer personally identifiable information (PII) and company confidential information. The following represents key components to our Information Security program which complies with regulatory requirements and industry standards.

This document should not be considered as all-inclusive as some program practices, documentation and evidence are considered confidential and proprietary to our business.

In this statement, unless otherwise defined, the terms "Company," "We" and "Our" refer to The ODP Corporation, its subsidiaries, and affiliates.

### I. INFORMATION SECURITY POLICIES

- The ODP Corporation's *Global Information Security Policy* and standards are consistent with industry best practices, internationally recognized security standards (e.g., ISO/IEC 27001 and NIST) and are designed to comply to the controls outlined in the Payment Card Industry Data Security Standard (PCI DSS) where applicable.
- Our *Global Information Security Policy* is documented, reviewed annually and available internally to all associates and contractors.
- A formal information security awareness program is in place to train Company associates and contractors periodically on important security topics.
- Information security awareness training and policy recertification is required for Company associates and contractors annually.

### II. ORGANIZATION OF INFORMATION SECURITY

- There is an appointed Chief Information Security Officer who is responsible for the information security strategy, program, and staff.
- The ODP Corporation has designated information security staff whose primary responsibility is to manage and enforce information security within the organization.

### III. HUMAN RESOURCES SECURITY

- Pre-employment background checks are performed on new associates and contractors, in accordance with applicable local laws and are required prior to any access to Company systems or physical locations.
- Formalized on-boarding and off-boarding processes are in place to timely manage and terminate associate and contractor access to Company systems. The ODP Corporation restricts access to computers that contain personal information to only active users and active user accounts.
- Company associates and contractors are required to adhere to The ODP Corporation's Code of Ethical Behavior.
- Associates and contractors are monitored for compliance with Our *Global Information Security Policy* and may face disciplinary measures for violating the policy.

#### IV. ASSET MANAGEMENT

- The Company has processes and procedures in place to identify organizational assets and to define appropriate protections for such assets.
- The Company has an *Information Classification Policy* which aligns the handling, storage, and destruction of all data, including customer data, based on its sensitivity, classification and any relevant state or federal legal requirements.

#### V. ACCESS CONTROLS

- Access to personally identifiable information ("PII") and confidential data is provisioned based on business requirements. Access to data outside established business requirements is approved on a case-by-case basis according to need per our *Account Management Policy*.
- Access requests must follow the documented on-boarding process and require direct supervisor's approval.
- Privileged user access is reviewed periodically for necessity and compliance.
- The Company maintains a *Password Policy* that enforces password history, length, complexity, and lockout rules.

#### VI. CRYPTOGRAPHY

The Company:

- Maintains an encryption and key management standard to enforce the confidentiality, integrity, and availability of information.
- Owned laptops maintain full disk encryption.
- Safeguards payment card information according to applicable Payment Card Industry Data Security Standard requirements.
- Has a data transmission standard which applies to the transmission of any data outside of its' networks, including PII and confidential information.
- Regularly reviews the strength of encryption protocols.

#### VII. PHYSICAL AND ENVIRONMENTAL SECURITY

- Access to Company locations (non-retail) is secured through various physical entry controls, which may vary by location.
- Physical security controls are applied to building areas that may contain PII or confidential information, which are restricted for general use, and/or are for authorized personnel only through appropriate entry controls.
- General access/entry points are physically secured through various mechanisms to prevent unauthorized access.
- Visitors must be escorted by a Company associate while on Our (non-retail) premises.
- Data center controls are evaluated and audited via the American Institute of Certified Public Accountants (AICPA) System and Organization Controls (SOC) 1 reporting standard.

## VIII. OPERATIONS SECURITY

The Company:

- Maintains a patch management program to ensure all relevant security patches are deployed in a timely manner and leverages an expedited patching process for critical patches.
- Employs current system security agent software, which helps protect against malware, ransomware, and viruses.
- Has documented operating and change management procedures.
- Utilizes a defense in depth strategy to protect the network and company assets.
- Regularly monitors systems for unauthorized use of or access to systems and data.
- Maintains a mature threat intelligence program that actively monitors emerging threats and conducts expedited response for zero-day vulnerabilities.

## IX. COMMUNICATIONS SECURITY

The Company:

- Has policies, standards, and procedures in place to prevent loss, modification or misuse of information exchanged between parties.
- Utilizes network segmentation controls to protect internal systems and data.
- Employs firewalls and other information technology security devices to separate the Company internal network from the Internet and other third-party networks.
- Employs secure communication protocols, such as virtual private networks (VPNs) with multifactor authentication, for remote connections to the computing environment.
- Securely transmits internal emails and external emails utilizing either opportunistic or mandatory encryption, depending on business requirements.
- Mandates strong encryption for any wireless devices that process Company information or connect to its networks.

## X. MOBILE COMPUTING

- Company devices are configured to lock after a period of inactivity.
- Company devices shall run anti-virus software with up-to-date pattern files configured.
- The removal of applicable Company issued security controls is prohibited.

## XI. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

The Company:

- Has policies, standards, and procedures to ensure information security requirements are part of the system development lifecycle.
- Maintains formal secure coding practices and regular training for system development.
- Requires the use of test data in non-production environments.
- Maintains secure development and test environments that are separate from the production environment.
- Tests code for vulnerabilities during the system development process.
- Requires segregation of duties during the system development process.
- Utilizes version control systems to store and maintain source code libraries.

**XII. SUPPLIER RELATIONSHIPS**

- The Company has policies, standards, and procedures to ensure that security controls concerning supplier access to the Company information are in place.
- Our suppliers must agree to adhere to The ODP Corporation's *Supplier Guiding Principles*.
- The Company requires suppliers to contractually acknowledge and adhere to the Company *Vendor Information Security Policy* and related standards where applicable.
- The Company participates in the Customs Trade Partnership Against Terrorism (CTPAT) program led by Customs and Border Protection (CBP) to help improve security across its operations and supply chain.

**XIII. INFORMATION SECURITY INCIDENT MANAGEMENT**

- We maintain a comprehensive security incident response plan and periodically test the functionality with internal and executive teams.
- Our Information Security department is responsible for investigating any issues and incidents regarding protection of PII and confidential information.
- In the event of an incident involving any suspected or confirmed breach of customer information, The ODP Corporation is committed to taking immediate action and initiating appropriate remedial measures to protect the confidentiality and integrity of the information. In the event of such a breach, we require documentation of all responsive steps in accordance with our security incident response procedures. We also require a post-incident review of the events and any actions taken to change business practices.

**XIV. BUSINESS CONTINUITY MANAGEMENT**

- We maintain a comprehensive business continuity and disaster recovery plan and test the plan at regularly scheduled intervals.
- The *Business Continuity Plan* includes a *Disaster Recovery Plan* for core systems and backups.
- Our systems and data are backed up at regular intervals. Back up media is stored off-site when appropriate.

**XV. COMPLIANCE**

- The ODP Corporation complies with all applicable laws and regulations including but not limited to those issued by the Federal Trade Commission (FTC), U.S. Securities and Exchange Commission (SEC) and the U.S. Consumer Product Safety Commission (CPSC).
- The ODP Corporation fully complies with all applicable laws, rules, and regulations pertaining to collection, storage, and destruction of PII and confidential information, including compliance with applicable state privacy laws, PCI DSS and Health Insurance Portability and Accountability Act (HIPAA) where required.
- We maintain a comprehensive global training and awareness program on relevant information security topics and company policies. These policies are reviewed at least annually, or whenever there is a material change in business practices.

- Usage of internally developed artificial intelligence (AI) technology within the Company adheres to our Code of Ethical Behavior and complies with our Global Information Security Policies and associated standards.

**XVI. DATA STORAGE**

- We are committed to data privacy and to the protection of personally identifiable information and such data is stored on systems within the United States.

**XVII. THIRD PARTY RELATIONSHIPS**

- The Company assesses the risk posture of third-party (external) systems that store, process, or transmit data on these systems.
- The Company periodically reviews security certifications, attestations, and connections with third-party systems.
- The Company implements security controls to address the protection and control of all data transmitted to third-party systems from the Company's network.
- When applicable, the Company requires third parties and their respective sub-contractors to adhere to data security and privacy contractual provisions.

**XVIII. THIRD PARTY ASSURANCE**

- The Company maintains a Payment Card Industry Data Security Standard (PCI DSS) *Report of Compliance (ROC)* and an *Attestation of Compliance (AOC)*. A copy of the AOC may be requested through the IT Compliance department on an annual basis. (*Applicable to Office Depot/OfficeMax and ODP Business Solutions entities*)
- Company controls are evaluated and audited annually via the American Institute of Certified Public Accountants System and Organization Controls (SOC) 2 reporting standard. Our SOC 2 - Type 2 report, applicable to the ODP Business Solutions entity, can be provided upon request.
- The Company's IT General Controls are audited annually. An external auditor Opinion on Internal Control over Financial Reporting is issued in the Company's Form 10-K which can be found here: <https://investor.theodpcorp.com/>

**XIX. INFORMATION NOT DISCLOSED**

- To protect customers and our Company, it is against Company policy to publicly release any information that could compromise the security of Our environment or violate The ODP Corporation's contractual or legal obligations. Therefore, specific details of the following will not be publicly released under any circumstances:
  - Information security policies, standards, and procedures
  - Business continuity or disaster recovery plans
  - Security incident response plan
  - Network diagrams
  - PCI DSS Report of Compliance
  - Specific configurations (operating system, patch levels, software used, firewall rules, etc.)
  - Names of hardware or software vendors utilized with the Company environment.
  - Encryption management (algorithms used, key length, key exchange, etc.)

- Vulnerability scanning results or summaries.
- Penetration testing results or summaries
- Internal or external audit reports, remediation plans or supporting evidence.
- Internal business processes
- Legal agreements between The ODP Corporation and third parties



**ODP BUSINESS SOLUTIONS, LLC**  
**SECRETARY'S CERTIFICATE**

The undersigned, Debbie Satyal, 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. Joseph Brothers serves as Senior Vice President, and as such, he is authorized to execute bids and contracts for the sale of office supplies on behalf of the LLC.

IN WITNESS WHEREOF, the undersigned has hereunder set her hand and official seal of the Company as of this 9<sup>th</sup> day of July, 2025.

**ODP BUSINESS SOLUTIONS, LLC**

DocuSigned by:  
*Debbie Satyal*  
F62F1CEA888246C...  
By: \_\_\_\_\_  
Debbie Satyal  
Assistant Secretary



## Manufacturer

10ZiG  
22 Miles  
3D Systems  
3Dconnexion  
3M  
4XEM  
7signal Solutions  
AAEON  
AAXA  
Abacus Electric  
ABBYY  
AbilityOne  
Absolute Software  
AccelTex Solutions  
Access IS  
ACCO Brands  
Ace  
Acer  
Acronis  
Acuant  
ADATA  
Addmaster  
ADD-ON MEMORY DT  
AddOn Networks  
Adesso  
Adlink  
Adobe  
Advanced Merit Concept  
Advanced Microcomputer Systems  
Advantech  
AFCO Systems  
AG Antenna Group  
AGILANT SOLUTIONS, INC  
Airgain  
AIRTAME  
AIS  
AKRACING  
AlertLine Communications  
AlienVault  
All Voice & Data  
Allied Telesis  
Allsop  
Alludo

ALOGIC  
Altova  
Altronix  
ALTUS Industries  
Aluratek  
Amazon Imaging  
Ambir  
Amcrest  
AMD  
Amer Networks  
American Battery Company  
Ampere Computing  
AMT Datasouth  
Amtel Security  
Amtran  
Amulet Hotkey  
Andreas Winter  
Anker Group  
AOpen  
AP Global  
APC  
APG  
Apple  
Apposite  
APPVIEWX  
Apricorn  
Arbor Networks  
ARCHERFISH  
Arcserve  
ARCTIC  
Arctic Wolf Networks  
Areca  
Arlo  
Armor  
Array Networks  
Arrow Electronics  
Artisan Power  
Asante  
Ascom  
ASRock  
Associated Business Products  
ASUS  
ASUSTOR  
Atdec

ATEN  
Atlantic Promotions  
AtlasIED  
Atlona  
ATTO  
AudioCodes  
Audioline  
August Home  
Autodesk  
Avago Technologies  
Avanquest Software  
Avaya  
AVer Information  
AVerMedia  
Avery  
Avery Weigh-Tronix  
AVG  
AVID Products  
Avnet  
Avocor  
Avteq  
AXENT  
Axiom  
Axiom Memory  
Axion  
Axis Communications  
Barco  
Barracuda  
BARRISTER GLOBAL SERVICES  
BARRISTER GLOBAL SERVICES NETW  
Battery Technology  
BCDVideo  
BCM Advanced Research  
Beam Mobile  
BEC Technologies  
Belkin  
BenQ  
Bensussen Deutsch & Associates  
Bethesda Softworks  
BeyondTrust  
BGZ brands  
Bitdefender  
BITS  
BIXOLON

Black Box  
Blackstone  
Blanco  
Blue Microphones  
Bluefin International  
BLUEFORCE GEAR  
BlueJeans Network  
BMG Entertainment  
Bosch  
Bose  
BossTab  
Bouncepad  
Boxlight  
Brady  
Brainboxes  
Brandt  
BRAWN CONSULTING  
Brenthaven  
Bretford  
Bright Computing  
BrightSign  
Broadcom  
Brocade  
Brother  
BSQUARE  
Buddy Products  
Buffalo  
Bump Armor  
Bytecc  
C2G  
CA Technologies  
Cable Matters  
CalDigit  
Califone  
Canon  
Canvas GFX  
Capsa Healthcare  
Captaris  
Case Logic  
Casio  
CCX  
Celestix  
Centon  
Certes Networks

Chargeguard  
ChargeTech  
Chatsworth  
Check Point Software  
Checkpoint Systems  
Chelsio  
Chenbro  
CHERRY  
Chief  
Cisco  
Cisco Meraki  
Citrix  
Claris  
Claroty  
CLEARBLADE  
ClearOne  
Clearwire Corporation  
Clover Imaging Group  
Club 3D  
CLUB 3D B.V  
Code Corporation  
CODi  
Cofense  
Cognitive TPG  
CommScope  
COMNET  
Comodo Security Solutions  
ComPart  
COMPATIBLES  
COMPATIBLES - GENERIC COPIER  
Comprehensive  
Compsee  
Compucase  
Compulocks  
Computer Instruments  
Computer Security Products  
ConduSiv  
Configuresoft  
ConnectWise  
Contex  
Contour Design  
Cooler Master  
Copy-Star  
Corel

Cornelis Networks  
CORSAIR  
Cortado  
Cradlepoint  
Creation 4mation  
Creative Technology  
Creativestar  
Crestron Electronics  
Cricut  
Crimson AV  
Critical Start  
CrowdStrike  
CRU Data Security Group  
CSPi  
CTA Digital  
CTL  
Ctrl  
Cubro Network Visibility  
Curvature  
Custom Group  
Cyber Acoustics  
CyberData Corporation  
Cybereason  
CyberLink  
CyberPower  
CyberPowerPC  
CybertronPC  
CyClone  
Cynet  
Da-Lite  
Dantona Industries  
Das Keyboard  
DASCOM  
Data Supplies & Accessories  
DataLocker  
Datalogic  
Datamax-O'Neil  
Dataram  
DataStor  
DC Pro  
Definitive Technology  
Dell  
Deployable Systems  
DEPOT INTERNATIONAL

DEXXON  
Dialogic  
Digi  
DIGISTOR  
Directed Electronics  
Directions  
Diversified Systems Group  
D-Link  
DMSI  
DocuSign  
DOD Tech  
Dragonfly Game Design  
dreamGEAR  
DTEN  
DTP Entertainment  
DuckyChannel  
DuVoice  
Dyconn  
Dymo Corporation  
Dynabook  
DynaScan  
Eaton  
ECO STYLE  
ecobee  
Edge Memory  
Edistorm  
eero  
Eizo  
ej-technologies  
Ekahau  
Electronic Arts  
Elevate Software  
Elite Screens  
Elitegroup Computer Systems  
Elle and Blair  
ELMO  
Elo Touch Solutions  
Embrava  
Emerson Radio Corporation  
eNet Components  
Engage Communication  
EnGenius  
Entrust  
Envision Peripherals

Envoy Data  
ePadLink  
EPOS  
Epson  
Ergoguys  
Ergotech  
Ergotron  
ESET  
Eve Systems  
EverFocus Electronics  
everki  
EVGA  
Evolis  
Evoluent  
Exabyte  
ExaGrid  
ExitCertified  
Extreme Networks  
F5  
FARGO Electronics  
Faronics  
Fastream Technologies  
Fatpipe  
Feitian Technologies  
Fellowes  
Fiber Cables Direct  
Finisar  
FireMon  
First Mobile Technologies  
FIVE9  
FixMeStick  
FlexiSpot  
Fluke  
Forcepoint  
ForeScout  
Formax  
Fortinet  
FoxFury  
Foxit Software  
Fractal Design  
FREEWAVE TECH  
Frontier  
Fujifilm  
Fujitsu

Envoy Data  
ePadLink  
EPOS  
Epson  
Ergoguys  
Ergotech  
Ergotron  
ESET  
Eve Systems  
EverFocus Electronics  
everki  
EVGA  
Evolis  
Evoluent  
Exabyte  
ExaGrid  
ExitCertified  
Extreme Networks  
F5  
FARGO Electronics  
Faronics  
Fastream Technologies  
Fatpipe  
Feltian Technologies  
Fellowes  
Fiber Cables Direct  
Finisar  
FireMon  
First Mobile Technologies  
FIVE9  
FixMeStick  
FlexiSpot  
Fluke  
Forcepoint  
ForeScout  
Formax  
Fortinet  
FoxFury  
Foxit Software  
Fractal Design  
FREEWAVE TECH  
Frontier  
Fujifilm  
Fujitsu

Furman Sound  
Gamber-Johnson  
Garmin  
Garner  
Gateway  
GCX  
Gefen  
Gen Digital  
Genovation  
GeoVision  
Getac  
GIGABYTE  
GLACIER COMPUTER LLC  
Global Knowledge  
Global Technology Associates  
GlobalSCAPE  
GO-BOX LLC  
Goldtouch  
Google  
Grandstream  
Griffin Technology  
Guillemot  
Gumdrop Cases  
GVision  
Gyration  
Halvision Network Video  
Hallmark  
Hamilton Beach  
Hanwha Vision  
Harman  
HAT Design Works  
Havis  
HealthPostures  
Heckler Design  
Hewlett Packard Enterprise  
Higher Ground  
Highgear USA  
HighPoint  
Hitachi Global Storage Technologies  
Honeywell  
Hoover Candy Group  
Hotpoint  
Howard Industries  
HP Inc.

HTC  
Hubbell  
Huddly  
Humanscale  
HYCU  
Hypersign  
Hyundai IT  
I.R.I.S.  
I/O Magic  
IAconnects Technology  
IBM  
IBOSS  
ICON  
ICY DOCK  
Identiv  
IEInspector Software  
Igel  
IGI Global  
ImageWare Systems  
Imperva  
IMSourcing  
IN WIN  
Incase Design  
Incipio  
Individual Software  
Infinite  
Infoblox  
InfoCase  
InFocus  
Infortrend  
Infragistics  
Inland  
Innovation First  
INOGENI  
Inseego  
Integration New Media  
Intel  
Intelligent Security Systems  
Intellinet  
Intermec  
Intermediaware  
Intuit  
Inuvio  
Invicti

InVue Security Products  
IOGEAR  
Iolo Technologies  
ioSafe  
iPearl  
IPEVO  
i-PRO Americas  
Ipure  
IPVideo Corporation  
iRobot  
IRONLINK  
iStarUSA  
iStorage  
Ivanti  
iXsystems  
j5create  
Jabra  
JAMF Software  
Janam  
JAR Systems  
JayBird Gear  
JCPaL  
JEFA Tech  
Jelco  
JK IMAGING COMPANY  
JLab Audio  
JobSite  
Jo-Ro Manufacturing Company  
JOY  
Joy Systems  
JPL Telecom  
Juniper Networks  
JVC  
Kandao Technology  
KanexPro  
Kanguru Solutions  
Kano  
Kantek  
Kanto Living  
Kaser  
Katana Game Accessories  
Keeper Security  
Kensington  
Kent Displays

Keonn Technologies  
Key Source International  
Kinesis  
Kingston  
KIOXIA  
KIWI design  
KoamTac  
Kodak  
Kofax  
Komamura  
Konica  
Koss  
Kramer Electronics  
Kyocera  
Lanier  
LanSafe Systems  
Lantronix  
Laplink Software  
Lasko  
Legrand  
Leica  
Lenovo  
Leviton  
Lexar  
Lexmark  
LG Electronics  
LG-Ericsson  
Liminex  
Lind Electronics  
Linksys  
Liquid  
LocknCharge  
Logicube  
Logitech  
Lookout  
Lucas Distribution  
Luxul  
Lynn Electronics  
Macally  
Mad Catz  
Magic Leap  
MAGIX Software  
Mainpine  
MakerBot Industries

Man & Machine (usa)  
MANDIANT  
Manhattan Computer Products  
Manufacturer Unknown  
Marseille  
Marshall Electronics  
MarshallSoft Computing  
Matrox Graphics  
MAX  
MAXCases  
Maxell  
MAXHUB  
McAfee  
Media Sciences  
Mellanox  
Memorex  
Mercury Innovations  
Meta  
Metropolitan Vacuum Cleaner  
METTLER TOLEDO  
Micro Solutions Enterprises  
Microchip Technology  
microMICR  
Micron Technology  
MicroNet Technology  
Microsoft  
Middle Atlantic  
Midland Radio  
Milestone  
Milestone Systems  
Mimecast  
Mimo Monitors  
Minuteman UPS  
Mio  
MIST  
Mitel  
Mobile Edge  
Mobile Mark  
Mobile Pixels  
MobileDemand  
Molex  
Monnit Corporation  
Monoprice  
Monster

MooreCo  
Mophie  
Morpheus 360  
Moshi  
Motivair Corporation  
Motorola Solutions  
MOVAVI  
MSI  
Multi-Tech  
Muratec  
Musarubra US  
MYCENA  
MYDEVICES  
N1 Critical Technologies  
NANOLUMENS  
Nasuni Corporation  
National Products  
Navori  
nCipher  
NComputing  
Neat  
NEC  
Nesa  
NetAlly  
NETGEAR  
NETIS  
NetScout  
NetWitness Corporation  
Network General  
New Media Technology  
Newline Interactive  
Nexenta Systems  
NexiGo  
Nexsan  
Next Level Racing  
Nextivity  
Niagara Networks  
Nice North America  
Noble Locks  
Nomadix  
Nortek  
NortonLifeLock  
Nova  
Now Micro

ENTERPRISE CORPORATION

Nuance

Nureva

Nutanix

NVIDIA

NVT Phybridge

Oberon

Observint

Office Depot

OGIO

OKI

Okta

Ollix

Omnicom Systems

Omnimount

Omnitron Systems

Omnivex

One Stop Systems

One World Touch

On-Q/Legrand

Open Country

Opengear

Opticon

Optoma

Oracle

Orbic

Orion Images Corporation

Ortronics

Other World Computing

Otter Products

Overland-Tandberg

Owl Labs

Packaging Strategies

Palo Alto Networks

Panasonic

Panduit

Panorama Antennas

PanzerGlass

Paragon Software Group

Parallels

Parsec Technologies

Pathway Innovations and Technologies

Patriot Memory

PC Treasures

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PCTEL  
PDI Communication  
Peerless Industries  
Pelican Products  
Peplink | Pepwave  
Perle  
Pexip  
Philips  
Phoenix Technologies Ltd  
PHUNWARE  
PHUNWARE INC  
Pica8  
pl-top  
Planar  
Platinum Tools  
Plenom  
Plugable  
Plug-In Storage Systems  
Pluralsight  
Plustek  
PNY  
Polaris  
Poly  
POSIFLEX  
Posturite  
Power Technologies  
PowerGistics  
Precision Guesswork  
Precision Mounting Technologies  
Premier Mounts  
Premium Compatibles  
Presto Services  
Primera  
Printek  
Printronic  
Progress  
Promise  
Proofpoint  
Protec  
Pro-tecT Computer Products  
PRT  
Pyramid Technologies  
QNAP  
QOMO HiteVision

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Qualys  
Quanta Computer  
Quantela  
Quantum  
QUATRRO INC  
Question Mark  
Quick Quality Cabinets  
QVS  
Rackmount Solutions  
Rackmount.IT  
Radiosophy  
Radware  
Rain Design  
Raritan  
Razer  
ReadyDock  
RealWear  
RED  
Red Hat  
Redline  
RedSky Technologies  
Regenerative  
Remote Media  
Reolink Digital Technology  
Revolution Acoustics  
rf IDEAS  
R-Go Tools  
Rhombus Systems ( deactivated)  
Ribbon Communications  
Ricoh  
Ring  
Rise Vision  
RISO  
RNPC Manufacturer  
Rocstorage  
Roku  
Royal Consumer Business Products  
Royal Consumer Information Products  
RSA Security  
Rubrik  
Sabrent  
SafeNet  
Safety Vision  
Salamander Designs

Samsill  
Samson  
Samsonite  
Samsung  
SanDisk  
SanDisk Professional  
Sangoma  
Sanus  
SAPIEN  
Sapphire Technology  
Satechi  
Savin  
Scale Computing  
Scantron  
ScienceLogic  
ScreenBeam  
SDV SOLUTIONS, INC.  
Seagate  
Seagull Scientific  
Seal Shield  
SecureData  
SecurityCoverage  
SEH Computertechnik  
Seiko  
Sennheiser  
SentinelOne  
Server Technology  
SERVICEPOINT365, LLC  
Sharegate  
Sharp  
Sharp (SIICA)  
Sharp NEC Display Solutions  
Shenzhen Mercury Telecom Technology  
Shenzhen Tenda Technology  
Shokz  
Shure  
Shuttle Computer  
SIE Computing Solutions  
Sierra On-Line  
Sierra Wireless  
SIGNAGELIVE, INC  
Signify  
SIIG  
SILENT PARTNER TECHNOLOGIES

silix  
Silver Peak  
Simply NUC  
Singer  
SK Hynix  
SKB  
SKYKIT LLC  
SLASHNEXT, INC.  
SMART Modular  
SmartAVI  
SmartDisk  
SmartOptics  
Sniper Entertainment  
Socket Mobile  
Solidigm  
Sonic Solutions  
SonicWall  
Sonnet Technologies  
Sony  
Sophos  
Soter Technologies  
Soundtrap  
Source Technologies  
Sourcing Solutions  
SOYO  
SPACEPOLE INC AN ERGONOMIC SOLUTION  
SPACEPOLE INC.  
SPACEPOLE, INC.  
Spigen  
Spirent Communications  
Spracht  
SPSS  
Square  
SST Inc.  
Star Micronics  
StarTech.com  
Steelcase  
SteelSeries  
Stellar Cyber  
STM Goods  
StorageCraft  
Storix  
Strategic Sourcing  
Sumar

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Summa  
Sumo  
Sunbelt Software  
Sundance  
Super Micro Computer  
SuperCom  
Supersonic  
SuSE  
Swissdigital Design  
SybaUSA  
Symantec  
Synercard  
SYNNEX  
Synology  
System  
TAG  
Taiwan Semiconductor  
TallyGenicom  
Tangent A/S  
Tanium  
Taoglas  
Targus  
TE Connectivity  
Teac  
TeamMax  
TeamViewer  
Tech Data  
Technaxx  
TechXcessories  
Teklynx  
TeleDynamics  
Teltonika  
Tely Labs  
Tempo  
Tenable  
TerraMaster  
Test-Um  
Texas Instruments  
Texas Memory Systems  
Texthelp  
TG3 Electronics  
Thales Group  
The Joy Factory  
Thermaltake

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ThinkWrite  
Thule  
Tibco Software  
TIGER  
Timbuk2 Designs  
Titan Radio  
T-Mobile  
Topaz  
TOPVISION TECHNOLOGIES  
Toshiba  
Total Micro  
Totoku Electric  
TP-Link  
Tracewell  
Transcend  
Transition Networks  
Traxx Solutions  
TREBLAB  
Trellix  
Trend Micro  
TREND Networks  
TRENDnet  
T-REX DIGITAL  
Tripp Lite  
Tripwire  
TROY  
TSC Printronix Auto ID  
TSitouch  
TST Impreso  
Tungsten Automation  
Turing  
Twelve South  
Tyan  
Tycon Systems  
Ubiquiti  
Uchishiba Seisakusho  
UiPath  
Ultimaker  
Ultimate Ears  
UNC Group  
Uniform Industrial  
Unitech  
UNITED  
United Chair

United Digital  
United States Luggage Company  
UPGUARD INC  
Urban Armor Gear  
Urban Factory  
USRobotics  
UV Partners  
UVNetworks  
UZBL  
V7  
Vaddio  
Vantec  
VAULT, LLC  
VCE  
VCOM  
Veeam  
VELOCLOUD NETWORKS L  
VELOCLOUD NETWORKS LLC.  
Ventev  
Veracity  
Verbatim  
Verlato  
Veritas  
Verizon  
Versa Products  
Vertiv  
VIAAS  
VIAMI Solutions  
VIDEOLOGY IMAGING SOLUTIONS  
ViewSonic  
Vinpower Digital  
Virtual Instruments  
Vision  
Vioneer  
VisonTek  
Vivitek  
Vivotek  
VIZIO  
VMware  
Vox  
VPN Dynamics  
Vu  
Vuzix  
VXL

Wacom  
Wasabi Systems  
Wasp Barcode  
Wasserstein Home  
WatchGuard  
weBoost  
WebTrends  
Wenger  
West Point  
Westcon-Comstor  
Western Digital  
WeVideo  
WGNA-INDIANAPOLIS WAREHOUSE  
WhiteCanyon  
Whoop  
Winsted  
WobbleWorks  
Workwell Technologies  
WORRYFREE GADGETS  
WowWee  
WyreStorm  
Xerox  
Xilinx  
Xinuos  
YALE  
YALE SECURITY  
Yamaha  
Yealink  
Yubico  
ZAGG  
Zebra Technologies  
Zepp Health  
ZOTAC  
ZPE Systems  
ZVUE  
Zyxel