

**Enterprise and Procurement Services  
Master Services Agreement**



**Agreement No. 00012308**

This Master Services Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“FoundationCCC”) and ODP Business Solutions, LLC a Delaware limited liability company, (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is November 25, 2025, through November 24, 2028.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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**THE PARTIES HEREBY EXECUTE THIS AGREEMENT.**

**SUPPLIER**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By:   
 Brian abromovage (Dec 5, 2025 16:44:54 EST)  
 Print Name: Brian Abromovage

By:   
 JC Sales (Dec 5, 2025 13:41:02 PST)  
 Print Name: Jorge J.C. Sales

Title: Vice President  
 Date: 12/05/2025

Title: Executive Vice President, Enterprise and Institutional Partnerships  
 Date: 12/05/2025

**SUPPLIER – second signature if applicable**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES – signature 2 if applicable**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By:   
 Print Name: Joseph Quintana  
 Title: Chief Operating Officer  
 Date: 12/08/2025



**EXHIBIT A**  
**(Master Services Agreement)**

**RECITALS**

1. **WHEREAS**, FoundationCCC is a 501(c)(3) nonprofit organization and established as the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, FoundationCCC developed, supports, and operates CollegeBuys, SchoolBuys, and CivicBuys, cooperative purchasing programs designed to pool the purchasing power of public and private agencies across the nation and, as a result, FoundationCCC is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, FoundationCCC, in partnership with the Association of Independent California Colleges and Universities, issued a Janitorial and Sanitation Products, Equipment, Supplies and Services Request for Proposals ("RFP") so that Supplier may provide products and/or services as described in RFP #25-002, attached hereto, and incorporated herein, as part of Attachment 1 ("Bid Documents");
4. **WHEREAS**, this Agreement provides that any or all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, public and private colleges or universities, or FoundationCCC may purchase Products at prices stated in the RFP #25-002;
5. **WHEREAS**, Supplier provides Janitorial and Sanitation Products, Equipment, Supplies and Services as agreed upon in this Agreement and attached hereto as Exhibit F;
6. **WHEREAS**, Supplier desires to make this Master Services Agreement available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by FoundationCCC; and
7. **WHEREAS**, FoundationCCC seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

## **EXHIBIT B**

### **(Master Services Agreement)**

#### **TERMS AND CONDITIONS**

1. Master Services Agreement. The Agreement of the parties consists of this Master Services Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Services Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence. The remaining exhibits will be given precedence as follows: (1) Request for Proposal; (2) Special Terms and Conditions; (3) Supplier Response to the RFP; (4) Exhibits of this Agreement beyond the Aforementioned.
2. Products and Services Ordered. Subject to the terms of this Agreement, FoundationCCC will provide this Master Services Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. FoundationCCC shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that FoundationCCC shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, FoundationCCC: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. FoundationCCC makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement or the Agreement.
5. Orders. To access the contracted Equipment, Products, or Services under this Agreement, a Participating Agency shall clearly indicate to Supplier its intention to access the Agreement. Purchase Orders shall only be made to Supplier, or to Authorized Dealers, Distributors, or Local Area Contractors (“Representative”), unless otherwise authorized in writing and by Amendment to the Agreement by FoundationCCC. Orders shall be issued by the Participating Agency to the Supplier or Representative. A Participating Agency may use its own form of Purchase Order, and the Purchase Order shall clearly note the FoundationCCC Agreement number. All Participating Agency orders under this Agreement shall be issued prior to expiration or cancellation of this Agreement. Supplier performance, Participating Agency payment obligations, and any applicable warranty periods, or other Supplier, or Participating Agency obligations, may extend beyond the term of this Agreement. Supplier is required to notify FoundationCCC when any material change in operations is made that may adversely affect

Participating Agencies (including, but not limited to, Supplier bankruptcy, change of ownership, or merger). Representatives may be found in the attached Service Providers List or by Amendment to the Contract and as updated using the “Manufacturer Request for Addition/Removal of Authorized Dealer(s)/Installer(s)” form referenced in Attachment 1 of the Agreement. Supplier is prohibited from authorizing an additional Representative, other than those identified at the time of submitting their proposal, without notification and prior written approval from FoundationCCC. Supplier shall notify FoundationCCC each time it wishes to add or remove a Representative. Purchase Orders can only be made to the Supplier unless otherwise approved by FoundationCCC. Pricing provided to Participating Agencies by an added Representative shall be less than or equal to the Supplier’s pricing.

6. Term.

- a. This Agreement shall begin on November 25, 2025 (“Effective Date”) and shall terminate on November 24, 2028, unless extended in accordance with term 6(b) below.
- b. FoundationCCC and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of FoundationCCC and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by FoundationCCC to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

7. Termination. This Agreement may be terminated by either party for any reason, without penalty, at any time by providing the other party with written notice of the termination at least thirty (30) days in advance (“Notice Date”). Termination of this Agreement will not terminate any Participating Agency Agreement already entered into by Participating Agency and Supplier prior to the date of termination. From the Notice Date, no new Participating Agency shall contract with the Supplier using this Agreement. Notwithstanding anything to the contrary, a Participating Agency that is already under contract, prior to termination by FoundationCCC under this section, shall have the ability to renew their agreement up to the Term outlined in Section 5 above, including any Extended Term that has been mutually agreed upon between FoundationCCC and Supplier.

8. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see the Special Provisions, Quarterly Fees & Reporting, below for specific requirements.

9. Assignment. FoundationCCC’s rights and obligations hereunder may be assigned at FoundationCCC’s sole discretion to an existing or newly established legal entity that has the authority and capacity to perform FoundationCCC’s obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier’s obligations hereunder with the prior written consent of FoundationCCC.

10. Use of Logo. FoundationCCC's prior review and written approval is required for any use of the FoundationCCC, CollegeBuys, SchoolBuys, or CivicBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings. FoundationCCC and the California Community Colleges Chancellor's Office are distinct and separate entities, and written approval for the use of FoundationCCC, CollegeBuys, SchoolBuys, or CivicBuys names, logos, or marks shall not be construed as approval to use the name, logo, or mark of the California Community Colleges Chancellor's Office.
11. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
- a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be: One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, One Hundred Thousand Dollars (\$100,000) damage to rented premises per occurrence, and One Million Dollars (\$1,000,000) personal and advanced injury.
  - c. Automobile Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Automobile Liability Insurance Policies covering bodily injury and property damage arising from all owned, non-owned and hired vehicles. Minimum coverage amounts under each such Automobile Liability insurance policy shall be Five Million Dollars (\$5,000,000) Combined Single Limit.
  - d. Cybersecurity Insurance. [Clause Intentionally Omitted - For the avoidance of doubt, Supplier shall not hold sensitive or otherwise personally identifiable data on behalf of Participating Agencies.]
  - e. Technology Errors and Omissions Insurance. [Clause Intentionally Omitted - For the avoidance of doubt, Supplier shall not hold sensitive or otherwise personally identifiable data on behalf of Participating Agencies.]

- f. Acceptability of Insurers. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of A:VII or better, or shall be a carrier otherwise acceptable to Participating Agency.
- g. Modifications; Cancellation; Additional Insured. FoundationCCC and each Participating Agency hereunder shall be named as additional insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

12. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Services Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of this Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay FoundationCCC a quarterly administrative fee in the amount of 2% of the total paid purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Services Agreement and provide FoundationCCC with an electronic accounting report, in a format prescribed by FoundationCCC, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. FoundationCCC reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
  - 1. Scholarship and Program Support. In addition to quarterly administrative fees, the Supplier commits to an additional 1% rebate for the total purchase invoice, less taxes for all purchases by Participating Agencies under the Agreement as reinvestment and support to FoundationCCC scholarships

or programs. Supplier shall provide the FoundationCCC the 1% support in alignment with the quarterly administrative fee schedule.

2. Annual CCC Purchasing Conference Commitment. Supplier commits to annual \$10,000 sponsorship commitment, to be disbursed within 30 days of contract execution, and annually thereafter within 30 days of contract anniversary. The Purchasing Conference is the largest convening of CCC purchasing and contract professionals. Supplier will receive Presenting Sponsor benefits. The commitment contributes to scholarships, ongoing professional development for business practices and the resultant contract from this agreement.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. FoundationCCC reserves the right to audit the accounting for a period of four (4) years from the date FoundationCCC receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by FoundationCCC.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at FoundationCCC's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from FoundationCCC. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, FoundationCCC also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- v. Right to Compare Records. FoundationCCC or its designee may, at FoundationCCC's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, FoundationCCC will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to FoundationCCC's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, FoundationCCC shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all FoundationCCC's costs and expenses related to or connected with the record and

report reviews, the audit, FoundationCCC staff time and expenses, counsel, and collection.

**EXHIBIT C**  
**(Master Services Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.
2. **Russian Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should FoundationCCC determine Supplier is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. FoundationCCC shall provide Supplier advance written notice of such termination, allowing Supplier at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of FoundationCCC.
  - a. If this Agreement has a value to Supplier of \$5 million or more, Supplier shall report to FoundationCCC regarding their compliance with Russian economic sanctions and report on steps they have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.
3. **Ban on Incentive Compensation.** The services in this Agreement shall be performed in compliance with the ban on incentive compensation as required under the Higher Education Act 34 C.F.R. § 668.14(b)(22). Supplier may not receive direct or indirect incentive compensation for recruiting or securing the enrollment of students, or for securing financial aid for students.
4. **Examination and Audit.** Per California Government Code section 8546.7, Contracts involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, board, commission, or department or by any other public entity, including a city, county, city and county, or district, shall be subject to the examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract. The examinations and audits under this section shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

## TECHNOLOGY INFRASTRUCTURE

- 1) **Applicability.** Technology Infrastructure is applicable to Supplier if Supplier will be collecting or storing data on behalf of FoundationCCC or a Participating Agency that falls under the definition of Licensee Data in Section 2 (“Definitions”) below. Supplier shall ensure that any subcontractors involved in the collection or storage of Licensee Data are also bound by and comply with the requirements of Part II. Technology Infrastructure.
- 2) **Definitions.**
  - “Data Breach” is defined as the unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by FoundationCCC or a Participating Agency.
  - “Licensee Data” is defined as business and other proprietary information of any type generated in connection with work related to FoundationCCC’s or a Participating Agency’s operations. Such information may include, but is not limited to, business discussions and deliberations, compliance-related information, meeting minutes, documents, network transmissions, electronically or magnetically stored data/records, and Personal Information related to FoundationCCC’s or a Participating Agency’s employees, clients, customers, or students.
  - “Personal Information” is defined broadly to include any and all information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular employee, client, customer, or student of a Participating Agency or FoundationCCC.
- 3) **Security.** Supplier shall provide Participating Agency, as “Licensee”, with general system security relating to “Licensee Data” including: (a) physical security of the hosting location, (b) limiting access to Licensee's stored information to individual Supplier employees and subcontractors directly connected with maintaining the database or the associated application software; (c) plans for managing an information security incident and disaster recovery.
- 4) **Data Security.** Supplier has implemented and shall maintain at least industry acceptable standard systems and procedures to ensure the security, confidentiality and integrity of Licensee Data and to reasonably protect against anticipated threats or hazards to the security or integrity of Licensee Data, and against unauthorized access to, use or disclosure of Licensee Data. Supplier shall:
  - a) Limit administrative access to the system,
  - b) Limit remote access to the system,
  - c) Limit account access and privileges to the least necessary for the proper functioning of the system
  - d) Remove or disable applications and services that are not necessary for the proper functioning of the system,
  - e) Use named user accounts and not generic or shared accounts,
  - f) Use Federated Single Sign On, Kerberos, or other industry compliant services for authentication and authorization, and
  - g) Enable an appropriate level of auditing and logging for the operating system and applications.
- 5) **Use of, Storage of, or Access to, Licensee Data.** Supplier shall only use, store, or access Licensee Data:

- a) In accordance with, and only to the extent permissible under this Agreement or Supplier's Participating Agency Agreement with Participating Agency; and
  - b) In full compliance with any and all applicable laws and regulations, only to the extent applicable to Supplier, but without limitation: Family Educational Rights and Privacy Act ("FERPA"), Gramm-Leach Bliley Act ("GLBA"), California Privacy Rights Act ("CPRA"), and Health Insurance Portability and Accountability Act ("HIPAA").
- 6) **Security Updates.**
- a) Supplier promises to update the risk assessment and related safeguards at least annually. Upon request by the Participating Agency, Supplier agrees to provide documentation sufficient to demonstrate Supplier's security compliance for the Licensee Data.
  - b) Contractor shall have a process for the timely review, testing, and installation of patches essential for safeguarding the confidentiality, integrity, or availability of the system or FoundationCCC Data.
- 7) **Access to Information/IT Assets.** Supplier acknowledges and agrees that during the course of Supplier's business relationship with the Participating Agency, Supplier will not access data, files, or any other stored information not necessary for Supplier's work pursuant to this agreement, unless there has been prior approval by an authorized Participating Agency representative. Supplier acknowledges and agrees that the Participating Agency's computers, applications, information storage, networks, and telecommunications systems, including telephones and facsimiles, ("IT Assets") are the Participating Agency's property. The IT Assets will be used only by properly identified, authenticated, and authorized individuals and will be used solely for the Participating Agency's business. All messages, content, data, information, and files composed, stored, sent, or received on the IT Assets are the property of the Participating Agency, and Supplier acknowledges and agrees that Supplier has no expectation of privacy with respect to the use of the IT Assets.
- 8) **Data Sharing.**
- a) All Licensee Data shared between the parties or collected by Supplier on behalf of Participating Agency in meeting the terms of this contract is confidential and remains the property of Participating Agency. No data of any sort can be released to third parties without the written consent of Participating Agency or the individual data owner if required by applicable law. Licensee Data shared with third party companies remains the sole property of Participating Agency.
  - b) Licensee Data shared or collected must be stored in the United States of America.
  - c) All Personal Information Data provided to or held by Supplier under this Agreement must be encrypted at all times, both at rest and in transit.
  - d) Licensee Data shared between the parties will be transmitted using Secure FTP or other equivalent encryption-based based protocol. Under no circumstances will the parties share Personal Information via non-secure methods such as public email.
  - e) Licensee Data will be shared at mutually agreed upon times between the parties.
  - f) All data collected, stored, transmitted, and/or otherwise shared between the Participating Agency and Supplier and Supplier to any third party entities will meet the minimum standards for protection of Personally Identifiable Information (PII) defined in the security controls in Section 4.3 of NIST SP 800-122 (Guide to Protecting the Confidentiality of Personally Identifiable Information), and NIST Special Publication 800-53.

- 9) **Breach Notification and Action.** The California Information Practices Act (California Civil Codes sections 1798, et seq.) requires users to be notified if there is a breach of any system that may contain personal information defined by the Act. Supplier will coordinate with the Participating Agency to promptly notify Participating Agency's users in the event of any break-in or attempted break-in to Supplier provided software systems or security protocols, network(s), or data center(s) which contain Personal Information of the Participating Agency's users. Supplier shall report any confirmed or suspected breach to Participating Agency upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes the breach to have occurred, unless Supplier is otherwise prohibited by other applicable law from providing such notice to Participating Agency. Supplier's report shall identify: (i) the nature of the unauthorized access, use or disclosure; (ii) the protected information accessed, used and disclosed; (iii) the person(s) who accessed, used and disclosed and/or received the protected information (if known); (iv) what Supplier has done or will do to mitigate the deleterious effect of the unauthorized access, use or disclosure; and (v) what corrective action Supplier has taken or will take to prevent further unauthorized access, use, or disclosure. Supplier will cooperate with Participating Agency in complying with the notification requirements of California Civil Code sections 1798.29 and 1798.82. All costs associated with breach including but not limited to notification, claims and reparations are the sole responsibility of Supplier. FoundationCCC or Participating Agency may discontinue any services or products provided by Supplier until FoundationCCC or an effected Participating Agency, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- 10) **Business and Other Proprietary Information.** Supplier promises to return or destroy all business and other proprietary information including Licensee Data to the Participating Agency upon written request within 14 days after termination of the relationship between the parties.
- 11) **Oversight.** FoundationCCC and Participating Agency reserve the right to request security information reasonably necessary to ascertain FoundationCCC and Participating Agency's own compliance with state and federal data privacy laws. Upon FoundationCCC or Participating Agency's request, Supplier shall provide a copy of its most recent SOC 2 audit report or equivalent cybersecurity assessment, and that of any data center in which Licensee Data is stored. Upon contract execution, Supplier shall provide its customer facing Disaster Recover and Business Continuity Statement.
- 12) **Intellectual Property.** Subject to the express rights and licenses granted by Supplier under this Agreement, Supplier reserves and retains its entire right, title, and interest in and to all Intellectual Property arising out of or relating to the software and the service provided by it (the "Services"); none of FoundationCCC, Participating Agency (and its affiliates) nor authorized users acquire any ownership of Intellectual Property in the software or documentation or the Services as a result of this Agreement and will not remove, suppress, or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Services or on or in any component thereof unless otherwise described in the Participating Agency Agreement.

As between Participating Agency (and its affiliates) and Supplier, Participating Agency (and its affiliates) has, reserves, and retains, sole and exclusive ownership of all right, title, and interest in and to the Licensee Data, including all Intellectual Property arising therefrom or relating thereto. The Licensee Data is the Confidential Information of the Participating Agency (and its affiliates), and neither Supplier nor any third party has or will have, acquire, or claim any right, title, or interest in any Licensee Data as a result of this Agreement or any interest in the Software or have any right or

license to, and shall not, use any Licensee Data except solely as and to the extent necessary to perform the Services herein.

- 13) **Ownership of Institution Data.** Participating Agency, and/or its suppliers and affiliates, retains all right, title and interest (including, without limitation, all proprietary rights) to Licensee Data except for rights granted to Supplier and its affiliates under this Agreement. Except as otherwise provided herein, upon termination or cancellation of this Agreement for any reason, Supplier shall return all Licensee Data to Participating Agency in an agreed upon format, or destroy, at Participating Agency's option.
- 14) **Return of Materials.** Upon expiration or termination of this Agreement or the licenses granted hereunder, Participating Agency shall immediately return to Supplier all licensed software/technology and documentation provided to Supplier, as well as any and all copies thereof. Supplier agrees to cooperate with Participating Agency to facilitate the retrieval and download of all Licensee Data collected by and stored by the Services. Upon Licensee's receipt of the data, Supplier will certify that all Licensee Data has been thoroughly and completely removed from the Supplier's Services.
- 15) **Nondisclosure of Licensee Data.** Supplier shall hold all Licensee Data in strict confidence and with the same standard of care it uses to protect its own information of a similar nature and shall not use Licensee Data for any purpose other than to provide the Service or as may be authorized in writing by Participating Agency. Supplier shall not disclose Licensee Data to any other party except: (a) to Supplier employees, agents, subcontractors and service providers, to whom Licensee Data needs to be disclosed for the purpose of providing the Service; (b) as required by law, or to respond to duly authorized information requests of police and governmental authorities or to comply with any facially valid subpoena or court order; (c) as authorized by Participating Agency in writing. Supplier shall undertake efforts reasonably calculated to ensure that Supplier employees, agents, and subcontractors with access to Licensee Data are aware of Supplier's obligations under this Agreement and are placed under an obligation of confidentiality with respect thereto.
- 16) **Compelled Disclosure.** If Supplier is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any Licensee Data, Supplier shall promptly notify FoundationCCC/Participating Agency in writing and provide FoundationCCC/Participating Agency sufficient time to obtain a court order or take any other action FoundationCCC/Participating Agency deems necessary to prevent disclosure or otherwise protect Licensee Data. In such event, Supplier shall provide FoundationCCC and Participating Agency prompt and full assistance in efforts to protect Licensee Data.
- 17) **Confidential Information.** Confidential Information disclosed pursuant to this Agreement is subject to applicable federal, state and local law, including but not limited to the California Public Records Act or the Richard McKee Transparency Act of 2011.
- 18) **California Consumer Privacy Act ("CCPA") Obligations.**
  - a) Supplier will only collect, use, retain, or disclose personal information for the contracted business purposes.
  - b) Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Supplier to disclose personal information for a purpose unrelated to the contracted business purpose, the Supplier must first inform FoundationCCC or Participating Agency (as applicable) of the legal requirement and give FoundationCCC or Participating Agency (as applicable) an opportunity to object or challenge the requirement, unless the law prohibits such notice.

- c) Supplier will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the contracted business purposes or another compatible operational purpose.
  - d) Supplier must promptly comply with any request or instruction from a software user or Participating Agency requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing.
  - e) If the contracted business purposes require the collection of personal information from individuals on the Participating Agency's behalf, Supplier will always provide a CCPA-compliant notice addressing use and collection methods that the Participating Agency specifically pre-approves in writing. Supplier will not modify or alter the notice in any way without the Participating Agency's prior written consent.
- 19) **ADA/Accessibility.** With respect to ADA compliance, the Supplier shall:
- a) Conform to the [ICT Section 508 Standards](#) and the [Web Content Accessibility Guidelines \(WCAG\) 2.1 Level AA](#). Comply with all applicable FCC regulations regarding advanced communications services (<http://www.fcc.gov/encyclopedia/advanced-communications-services-acs>).
  - b) Resolve immediately any accessibility issues that are discovered or encountered by end users, and communicate a concrete timeframe for resolving the issue(s). If portions of the software or user experience are discovered to be noncompliant at any point, FoundationCCC or a Participating Agency will notify Supplier immediately. If any student accommodation is found to be necessary due to an identifiable lack of accessibility in the Supplier software, the cost for accommodation will be paid by Supplier upon request by FoundationCCC or a Participating Agency, once verified that the student accommodation conforms with Section 508 of the Rehabilitation Act of 1973 and that the noncompliance did not arise from intermediary interference (e.g., virus protection software, web browser problems, or out of date assistive technology) or a student's inability to properly utilize compliant assistive technology. If necessary, an independent and mutually agreed upon, 3<sup>rd</sup> party accessibility firm may be used to validate the lack of software accessibility. Reasonability of cost for accommodation will be upon mutual agreement by Supplier and FoundationCCC or the requesting Participating Agency.
  - c) Present an Accessibility Conformance Report (ACR), based upon a Voluntary Product Accessibility Template (VPAT) upon contract execution to FoundationCCC and subsequent Participating Agencies. Credible verification and/or documentation regarding the accessibility of the software, product, or service shall be provided by the Supplier upon request.
- 20) **Proctoring Services.** In compliance with SB 1172 and California Business and Professions Code Section 22588, a Supplier providing exam proctoring services in an educational setting shall be prohibited from collecting, retaining, using, or disclosing personal information except to the extent necessary to provide those proctoring services and in other specified circumstances.
- 21) **Third Party Software Support Services.** Supplier will, as soon as reasonably practicable, provide notice to FoundationCCC and affected Participating Agencies if a third-party owner of a software product which is under an executory contract through Supplier for software support services for such software product intends to terminate or otherwise cease to provide software support services for such software product prior to the end of the term of the applicable contract under which a Participating Agency acquired the software support services. The parties acknowledge that Supplier can give advance notice only to the extent possible and that the timing of any such notice is dependent upon

the actions of the third-party owner(s). Subject to the preceding two sentences, Supplier will attempt to provide at least 180 days' advance notice of the termination of Software Support Services by the third-party owner of affected software product.

- 22) **Written Information Security Program**. Supplier shall develop, implement, and maintain a written comprehensive information security program that includes the following:
- a) Supplier must designate a qualified individual responsible for overseeing and implementing the Supplier's information security program and enforcing the information security program.
  - b) Supplier's information security program shall be based on a risk assessment that identifies reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of customer information/data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assesses the sufficiency of any safeguards in place to control these risks.
  - c) Supplier shall design and implement safeguards to control the risks Supplier identifies through risk assessment. At a minimum, the written information security program must address the implementation of the minimum safeguards identified in 16 C.F.R. 314.4(c)(1) through (8).
  - d) Supplier shall regularly test or otherwise monitor the effectiveness of the safeguards it has implemented.
  - e) Supplier shall implement policies and procedures to ensure that personnel are able to enact the information security program.
  - f) Supplier shall oversee all service providers or subcontractors by:
    1. Taking reasonable steps to select and retain service providers or contractors that are capable of maintaining appropriate safeguards for the customer information at issue;
    2. Requiring your service providers or subcontractors by contract to implement and maintain such safeguards; and
    3. Periodically assessing your service providers or subcontractors based on the risk they present and the continued adequacy of their safeguards.
  - g) Supplier shall evaluate and adjust their written information security program in light of
    1. the results of the required testing and monitoring;
    2. any material changes to Suppliers operations or business arrangements; or
    3. Any other circumstances Supplier knows or has reason to know may have a material impact on the information security program.
  - h) Establish a written incident response plan designed to promptly respond to, and recover from, any security event materially affecting the confidentiality, integrity, or availability of customer information in Supplier's control. Such incident response plan shall address the following areas:
    1. The goals of the incident response plan;
    2. The internal processes for responding to a security event;
    3. The definition of clear roles, responsibilities, and levels of decision-making authority;
    4. External and internal communications and information sharing;
    5. Identification of requirements for the remediation of any identified weaknesses in information systems and associated controls;
    6. Documentation and reporting regarding security events and related incident response activities; and
    7. The evaluation and revision as necessary of the incident response plan following a security event.

- i) Supplier shall ensure that the qualified individual responsible for overseeing and implementing Supplier's written information security plan reports, in writing to their board of directors or equivalent governing body.
- 23) **No Surreptitious Code.** Supplier warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to Licensee Data, or which may restrict Participating Agency's access to or use of Licensee Data.
- 24) **Termination Procedures.** Upon expiration or termination of this Agreement or an applicable Participating Agency Agreement, Supplier shall ensure that no Data Breach occurs and shall follow Participating Agency's written instructions as to the preservation, transfer, or destruction of Licensee Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by FoundationCCC or Participating Agency, Supplier shall certify in writing to FoundationCCC or Participating Agency that return or destruction of Licensee Data has been completed. Prior to such return or destruction, Supplier shall continue to protect Licensee Data in accordance with this Agreement.

**ATTACHMENT H**  
**IRAN CONTRACTING ACT VERIFICATION (Public Contract Code sections 2202-2208)**


Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Respondent must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Respondent or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.**

**OPTION #2 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the Respondent/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/Respondent, for 45 days or more, if that other person/Respondent will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Respondent Name/Financial Institution</i> ODP Business Solutions, LLC	<i>Federal ID Number (or n/a)</i> 86-2161688
<i>By (Authorized Signature)</i> 	<i>Date Executed:</i> 4/10/2025
<i>Printed Name and Title of Person Signing:</i> Valya Broyer, Vice President	

**OPTION #3 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Respondent/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Respondent Name/Financial Institution</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing:</i>	

**EXHIBIT D**  
**(Master Services Agreement)**

**NOTICES**

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. FoundationCCC may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

**FOUNDATIONCCC:**

Foundation for California Community Colleges  
Enterprise and Procurement Services  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[cbreporting@foundationccc.org](mailto:cbreporting@foundationccc.org)

**SUPPLIER:**

**ODP BUSINESS SOLUTIONS, LLC**  
Attn: Brian Abromovage6600  
N. Military Trail Boca Raton, FL 33496  
Telephone: 570-618-1013  
[brian.abromovage@odpbusiness.com](mailto:brian.abromovage@odpbusiness.com)

With a copy to:

**ODP BUSINESSSOLUTIONS, LLC**  
Attn: Office of General Counsel  
6600 N. Military Trail  
Boca Raton, FL 33496

## **EXHIBIT E**

**(Master Services Agreement)**

### **GENERAL PROVISIONS**

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Survival. This section (Survival), Exhibit C (Special Terms and Conditions), Exhibit B, Section 6 (Termination), Exhibit B, Section 11(b)(ii) (Accounting), and Exhibit E, Section 9 (Indemnification) shall survive the early termination of this Agreement.
6. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
7. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon FoundationCCC, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
8. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and FoundationCCC under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other

party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

9. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold both FoundationCCC and each Participating Agency, and their directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. FoundationCCC or the applicable Participating Agency must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
10. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
11. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.
12. Price Modification Request Protocol. Detailed below is the Formal Price Modification Protocol that has been established by FoundationCCC. Price modifications are to be submitted to FoundationCCC in advance and comply with the parameters outlined below. All price modifications are subject to the Agreement’s Lowest Price Commitment Certification and will not impact prices already agreed to between a Participating Agency and Supplier.

Limitations: Supplier is limited to two (2) Formal Price Modification Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract between FoundationCCC and Supplier.

All future Formal Price Modification Requests (“Request”) are managed as follows:

- a. Supplier shall submit a written Request for Price Modification to FoundationCCC on company letterhead that includes sufficient details to allow FoundationCCC to evaluate the Request effectively and efficiently. At a minimum, the Request should include details on specific product and/or service, packaging (if applicable) or other related materials costs that have changed, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
- b. FoundationCCC will review the Request in a timely manner and make every effort to get back to the Supplier with any questions or additional information required to evaluate the Request within ten (10) business days.
- c. Please note that some factors FoundationCCC may consider in this determination may include, but are not limited to, market conditions, frequency of Request from the Supplier, appropriateness of Request relative to other Suppliers in the industry, and general market conditions for our constituents.
- d. If FoundationCCC does not feel that the Request is justified, FoundationCCC reserves the right to either deny the modification or negotiate better terms for Participating Agencies.
- e. If the price modification as presented is accepted, FoundationCCC will issue a letter of acceptance to Supplier stating the earliest date the price modification can go into effect, typically a minimum of sixty (60) days from the date of acceptance. FoundationCCC may extend this implementation period if warranted by market conditions.
  - i. Supplier should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
  - ii. Supplier is responsible for communicating the price modification acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval. But price modifications shall not impact Participating Agencies who have already agreed to a price in an agreement with Supplier.
- f. Understanding project lead times and the importance of Participating Agencies' ability to stay on budget, Supplier is expected to work with any Participating Agency that has received a quote that could be impacted by the price modification. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price modification.
- g. FoundationCCC reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Modification Protocol.
- h. CORE LIST PRICING. Supplier agrees to supply to FoundationCCC those products and services as attached hereto at the prices set forth herein ("Core List"). Core List pricing will be held firm for six (6) months from the Effective Date and thereafter will be updated no more than one time per six (6) month period. At least 60-days prior to any proposed Price Increase, the Supplier must provide FoundationCCC written notification and documentation of impending increase. The Supplier shall agree to negotiate any price increase requested. Price increases will not be effective without satisfying the submission of applicable documentation to the FoundationCCC and without express written consent of FoundationCCC. To the extent FoundationCCC does not provide its approval within

thirty (30) days of receipt of notice of price change, the failure to respond shall be deemed acceptance of the proposed price change, unless FoundationCCC provides Supplier with written notice prior to thirty (30) days of receipt that additional time is required to process the requested increase, whereby FoundationCCC may subsequently provide its approval within thirty (30) days of the notice of additional time required.

- i. NON-CORE ITEM PRICING. Items not on the Core List (“Non-Core Items”), but which are identified in the primary catalog (which may be either printed or virtual) for “contract” customers that is in circulation at the time of the order (“ODP Catalog”), will be priced at a discount up to ten percent (10%) off of list price, exclusive of bulk pricing discounts or other specials.
  
- j. Should tariffs, customs duties, or government-imposed trade restrictions be enacted, imposed, modified, or increased after the execution of this Agreement, and should such changes result in an increase to Supplier’s cost of performance, Supplier may request a reasonable price adjustment, in writing within twenty (20) days of any proposed increase to FoundationCCC. This provision shall apply to adjustments presented both as an increase to underlying list pricing or as an additional surcharge or fee in addition to list pricing.
  - i. Supplier shall provide sufficient documentation, including, but not limited to, a description of the specific government action in question, the affected goods, materials, or services, evidence of the actual impact on cost of performance (such as manufacturer communications), calculations to demonstrate percentage cost increases attributable solely to the government action in question, and information detailing the form and method of collection of the requested adjustment.
  - ii. Upon receipt of such request, FoundationCCC shall evaluate the request pursuant to the Protocol herein. FoundationCCC reserves the right to request additional supporting documentation and to reject unsupported or excessive claims.
  - iii. Any adjustment approved under this section shall be treated as temporary and subject to periodic review. Supplier must continue to provide evidence that the increased cost of performance remains in effect.
    1. Should the rates of tariffs, customs duties, or other government-imposed trade restrictions be reduced, rescinded, or are no longer applicable to the affected goods or services, Supplier shall notify FoundationCCC within ten (10) business days. A corresponding reduction or rescission of the related price adjustment shall be applied retroactively to the effective date of the government action in question.
    2. FoundationCCC reserves the right to audit Supplier’s records relevant to any claimed cost of performance increases, upon reasonable notice, and during regular business hours.

- iv. Price adjustments shall apply only to goods and services purchased after the effective date of the adjustment, as detailed in the approval, according to the timeline in this Protocol.
- v. Such adjustments shall not apply to any Participating Agency Agreement currently in effect, including, but not limited to, order forms, purchase orders, or other contracts, and shall be sufficient cause for any Participating Agency to cancel, terminate, or otherwise renegotiate their Participating Agency Agreement. No approved price adjustment shall be applied retroactively to completed or performed work or delivered materials.


**EXHIBIT F**  
**(Master Services Agreement)**

**PRODUCTS AND SERVICES**

**Lowest Price Commitment Certification**

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), FoundationCCC shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

**ODP BUSINESS SOLUTIONS, LLC**

By:  Date: 12/05/2025  
[Brian abromovage \(Dec 5, 2025 16:44:54 EST\)](#)  
Print Name: Brian Abromovage Title: Vice President

**ATTACHMENT D  
RESPONDENT WORKBOOK (COST FILE)**

**Respondent Name: ODP Business Solutions**

Item Number	Bid Item Description	Description (Or Equal)	Provide Sample of Brands and/or Shelf Keeping Units (SKU) available at the Minimum Discount defined in Column E	Category A - Drop-Ship			Category B - Turnkey			Exceptions Noted	Comments
				Discount % off Manufacturer's Published List Price*	Volume % discount \$5k-\$10k*	Volume % discount > \$10k*	Discount % off Manufacturer's Published List Price*	Volume % discount \$5k-\$10k*	Volume % discount > \$10k*		
<b>Classification 1: Appliances (Or Equal)</b>											
1	Refrigerators	Commercial and Residential	Danby, Frigidare, Magic Chef, Avanti	13.00%	n/a	n/a	13.00%	n/a	n/a		
2	Microwaves	Counter top commercial and residential	Magic Chef, Commercial Chef, Panasonic	13.00%	n/a	n/a	13.00%	n/a	n/a		
3	Oven, Toaster	Small appliance counter top and includes Air Fryers	Brentwood, Black and Decker, Cuisinart	13.00%	n/a	n/a	13.00%	n/a	n/a		
4	Coffee Makers	Brewers and single serve	Brentwood, Mr. Coffee, Coffee Pro, Keurig	13.00%	n/a	n/a	13.00%	n/a	n/a		
Average Discount Classification 1:				13.00%							
Discount for all other Appliances:				13.00%							
<b>Classification 2: Air Purifiers (Or Equal)</b>											
6	Large Room	Up to 300 square feet	Fellowes, Crane, Holmes	13.00%	n/a	n/a					
7	Small Room	Up to 200 square feet	Fellowes, Crane, Holmes	13.00%	n/a	n/a					
Average Discount Classification 2:				13.00%							
Discount for all other Air Purifiers:				13.00%							

**ATTACHMENT D  
RESPONDENT WORKBOOK (COST FILE)**

Classification 3: Chemicals (Or Equal)						
8	Disinfectant, Bulk one step cleaner disinfectant	Large bottles of disinfectant typically four (4) bottles per case.	Diversey,Betco,Clorox,Lysol	45.00%	n/a	n/a
9	Disinfectant, Wipes	Single use disinfectant wipes either individual units or bulk packaging	Diversey,Betco,Clorox,Lysol	45.00%	n/a	n/a
10	Disinfectant, Spray	Trigger pull disinfectant	Diversey,Betco,Clorox,Lysol	45.00%	n/a	n/a
11	Hard Surface Cleaner, Fresh Mist, Liquid Microbes	Odor control, degreasing and bioactive solution. Applied by mop, brush, or spray mist. Suitable for hard and soft surfaces, carpets, garbage containers and restrooms. Four (4) three (3) liter bottles per case.	Diversey,Betco,Clorox,Lysol	45.00%	n/a	n/a
12	Floor Neutralizer	Neutralizes alkaline residue after floor stripping for better floor finish application and sealing. Counteracts urine odor in restrooms. Use on floors and carpets to remove ice melt residue and brown water spots left by hard water. Eliminates dulling, discoloring, and hazing.	Diversey,Betco	45.00%	n/a	n/a
13	Heavy-Duty Soil and Wax Buildup Remover	Baseboard stripper for removing soil and wax buildup.Twenty-one (21) ounce cans.	Diversey,Betco	45.00%	n/a	n/a
14	Graffiti Remover	Ready to use water based paint remover. Safely breaks down the bond between paint and the surface. Six (6) quart bottles per case.	Diversey,Betco	45.00%	n/a	n/a
15	Cocrete Roll on Sealer	Water-based acrylic interior concrete and terrazzo sealer with a polymer formulation with 16% solids for concrete, terrazzo, quarry and unglazed ceramic tile. Dries to a clear, high gloss.Controls dusting and resists soiling	Diversey,Betco	45.00%	n/a	n/a
16	Heavy duty cleaner degreaser	Specially formulated multi-use cleaner using naturally derived glycol ether, alcohol ethoxylates, and food grade dye. Four (4) three (3) liter bottles per case.	Diversey,Betco	45.00%	n/a	n/a
17	Dry Foam Shampoo	Highly concentrated, pH-neutral dry foam cleaner for all fabric and fiber. Can be used as a pre-spray, stain remover, extraction or bonnet cleaner. One (1) gallon bottle.	Diversey,Betco	45.00%	n/a	n/a
18	Heavy duty Carpet Pre-spray	Pre-spray applied before shampooing or extracting in heavy-traffic areas. Can also be used as a spin bonnet cleaner. Four (4) gallons per case.	Diversey,Betco	45.00%	n/a	n/a
19	Floor sealer and wax 2-1	Interior concrete and terrazzo sealer is a water-based acrylic polymer formulation with 16% solids for concrete, terrazzo, quarry and unglazed ceramic tile. (930592)	Diversey,Betco	45.00%	n/a	n/a
20	Wax Stripper/Remover	Waxer stripper and remover five (5) gallon container	Diversey,Betco	45.00%	n/a	n/a
21	Disinfectant, Spray, Aerosol	Eliminates mold and kills flu virus. Incredibly versatile and can be used on a wide variety of hard surfaces. Deodorizes and actually eliminates bacteria that cause bad odors. Nineteen (19) ounce aerosol can. (170114)	Diversey,Betco,Clorox,Lysol	45.00%	n/a	n/a
Average Discount Classification 3:				45.00%		
Discount for all otherChemicals:				45.00%		

**ATTACHMENT D  
RESPONDENT WORKBOOK (COST FILE)**

<b>Classification 4: Dispensers (Or Equal)</b>											
22	Dispenser, Towels, Paper	Universal towel dispensers for bathrooms, kitchens, breakrooms	Kimberly Clark, Georgia Pacific, Highmark	50.00%	n/a	n/a	50.00%	n/a	n/a		
23	Dispenser, Liner, Trash	Trash can liner dispensers, small medium and large containers	Rubbermaid, Suncoast	50.00%	n/a	n/a	50.00%	n/a	n/a		
24	Dispenser, Feminine products	Femine products dispensers	Hospeco, Impact, Rochester Midland	50.00%	n/a	n/a	50.00%	n/a	n/a		
25	Dispensers, Hand Soaps	Hand soap dispensers bathrooms, kitchens, breakrooms	Gojo Industries, Kimberly Clark, Georgia Pacific, Dial	50.00%	n/a	n/a	50.00%	n/a	n/a		
26	Dispensers, Seat Covers	Toilet seat cover dispensers	Hospeco, Impact, Rochester Midland	50.00%	n/a	n/a	50.00%	n/a	n/a		
Average Discount Classification 4:				50.00%							
Discount for all other Dispensers:				50.00%							
<b>Classification 5: Equipment--Vacuums, Burnishers and Scrubbers (Or Equal)</b>											
27	Vacuums, Corded	Backpack, upright, cannister	Sanitare, Clarke, Hoover	10.00%	n/a	n/a	10.00%	n/a	n/a		
28	Vacuum, Cordless	Rechargeable cordless vacuum	Shark, Eureka, Dyson	10.00%	n/a	n/a	10.00%	n/a	n/a		
29	Wide Area Vacuum 28 "- corded	Upright	Clarke, Advance	10.00%	n/a	n/a	10.00%	n/a	n/a		
30	Vacuum, Wet/Dry	Wet and dry vacuums	Clarke, Koblenz	10.00%	n/a	n/a	10.00%	n/a	n/a		
31	Extractor	Extractor, walk behind	Clarke, Advance, Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a		
32	Burnisher	Burnisher, walk behind	Clarke, Advance, Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a		
33	Burnisher, Ride On	Burnisher, ride on	Clarke, Advance, Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a		
34	Scrubber	Scrubber, walk behind	Clarke, Advance, Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a		
35	Scrubber, Ride On	Scrubber, ride on	Clarke, Advance, Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a		
Average Discount Classification 5:				10.00%							
Discount for all other Equipment--Vacuums, Burnishers and Scrubbers :				10.00%							

**ATTACHMENT D  
RESPONDENT WORKBOOK (COST FILE)**

<b>Classification 6: Equipment--Miscellaneous (Or Equal)</b>										
36	Floor Restoration Wet & Dry Machine	Floor restoring machine with shovelnose	n/a	n/a	n/a	n/a	n/a	n/a	n/a	ODP does not currently carry any items that fit this description
37	Carpet Agitator	Carpet cleaning machine with agitator to lift dirt and remove soil	n/a	n/a	n/a	n/a	n/a	n/a	n/a	ODP does not currently carry any items that fit this description
38	Spot Cleaner Extractor - Mini	Spot cleaning machine for carpets and upholstery	Bissell,Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a	
39	Carpet Steamers - Portable	Wet and dry portable carpet steamers	Bissell,Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a	
40	Pressure Washers - Hot and Cold	Hot and cold pressure washers with 4500 PSI	Koblenz	10.00%	n/a	n/a	10.00%	n/a	n/a	
41	Concrete Surface Cleaners	Concrete surface cleaners available in various sizes	n/a	n/a	n/a	n/a	n/a	n/a	n/a	ODP does not currently carry any items that fit this description
42	Dry Foam Machine for Carpet Encapsulation	Dry foam machine for carpet encapsulation	n/a	n/a	n/a	n/a	n/a	n/a	n/a	ODP does not currently carry any items that fit this description
43	Floor Buffer	Low RPM floor buffers--side by side and single	Clarke, Advance, Nilfisk	10.00%	n/a	n/a	10.00%	n/a	n/a	
Average Discount Classification 6:				10.00%						
Discount for all other Equipment--Miscellaneous:				10.00%						
<b>Classification 7: Gloves (Or Equal)</b>										
44	Gloves, Small	Gloves, small 100 gloves per box (includes powder free)	Ammex, Omar Supplies, Tronex	50.00%	n/a	n/a				
45	Gloves, Medium	Gloves, medium 100 gloves per box (includes powder free)	Ammex, Omar Supplies, Tronex	50.00%	n/a	n/a				
46	Gloves, Large	Gloves, large 100 gloves per box (includes powder free)	Ammex, Omar Supplies, Tronex	50.00%	n/a	n/a				
47	Gloves, Extra Large	Gloves, extra large 100 gloves per box (includes powder free)	Ammex, Omar Supplies, Tronex	50.00%	n/a	n/a				
Average Discount Classification 7:				50.00%						
Discount for all other Gloves:				50.00%						

**ATTACHMENT D  
RESPONDENT WORKBOOK (COST FILE)**

<b>Classification 8: Soap (Or Equal)</b>									
48	Hand Soap, Refill (bulk)	Foaming hand soap refill with moisturizer. Assume minimum one (1) liter container and multiple liters per package.	Gojo Industries, Kimberly Clark, Georgia Pacific	50.00%	n/a	n/a			
49	Hand Soap (Individual Dispensers)	Individual Hand soap dispensers	Gojo Industries, Kimberly Clark, Georgia Pacific	50.00%	n/a	n/a			
50	Handsoap, Refill Cassettes	Hand soap refill cassettes for small wall mount dispensers	Gojo Industries, Kimberly Clark, Georgia Pacific, Dial	50.00%	n/a	n/a			
Average Discount Classification 8:				50.00%					
Discount for all other Soap:				50.00%					
<b>Classification 9: Liners (Or Equal)</b>									
51	Liners, Seven (7) to Ten (10) Gallon	Trash Can/Container liners. Seven (7) to Ten (10) Gallon	Pitt Plastics, Heritage, Highmark	50.00%	n/a	n/a			
52	Liners, Twelve (12) to Sixteen (16) Gallon	Trash Can/Container liners. Twelve (12) to Sixteen (16) Gallon	Pitt Plastics, Heritage, Highmark	50.00%	n/a	n/a			
53	Liners, Thirty Three (33) Gallon	Trash Can/Container liners. Thirty three (33) gallon capacity	Pitt Plastics, Heritage, Highmark	50.00%	n/a	n/a			
54	Liners, Forty (40) to Forty Five (45) Gallon	Trash Can/Container liners. Forty (40) to Forty Five (45) Gallon	Pitt Plastics, Heritage, Highmark	50.00%	n/a	n/a			
Average Discount Classification 9:				50.00%					
Discount for all other Liners:				50.00%					
<b>Classification 10: Paper/Utensils (Or Equal)</b>									
55	Seat Covers	Toilet seat cover replacements.	Hospeco, Impact, Rochester Midland	45.00%	n/a	n/a			
56	Female hygiene	Femine hygiene replacement products	Hospeco, Impact, Rochester Midland	50.00%	n/a	n/a			
57	Towels, Dispenser Replacemet (Roll)	Roll style towel dispenser replacements	Kimberly Clark, Georgia Pacific, Highmark	50.00%	n/a	n/a			
58	Towels, Dispenser Replacemet (Folded)	Folded (i.e., C, Z, etc. fold) style towel dispenser replacements	Kimberly Clark, Georgia Pacific, Highmark	50.00%	n/a	n/a			
59	Plates, Paper	Paper Plates of various sizes and packaging	Dixie, Highmark, Genuine Joe	50.00%	n/a	n/a			
60	Napkins, Paper	Paper napkins of various sizes and packaging	Dixie, Highmark, Genuine Joe	50.00%	n/a	n/a			
61	Tissue Paper (Toilet)	Toilet paper replacement rolls of various thicknesses, lengths and packaging	Kimberly Clark, Georgia Pacific, Highmark	50.00%	n/a	n/a			
62	Tissue Paper (Facial)	Facial tissue of various thickness, tissue counts and packaging	Kimberly Clark, Georgia Pacific, Highmark	50.00%	n/a	n/a			
Average Discount Classification 10:				49.38%					
Discount for all other Paper/Utensils:				50.00%					
<b>Classification 11: Sanitizers (Or Equal)</b>									
63	Sanitizer, with Pump	Hand Sanitizer with pump. Includes various volumes and packaging	Gojo Industries, Kimberly Clark, Georgia Pacific	50.00%	n/a	n/a			
64	Sanitizer, Individual	Individual Sanitizer with minimum two (2) ounce volume.	Gojo Industries, Kimberly Clark, Georgia Pacific	50.00%	n/a	n/a			
Average Discount Classification 11:				50.00%					
Discount for all other Sanitizers:				50.00%					

**ATTACHMENT D  
RESPONDENT WORKBOOK (COST FILE)**

Classification 12: Supplies (Or Equal)									
65	Brushes	Toilet Brushes, with and without stands	Rubbermaid, Genuine Joe, Boardwalk	50.00%	n/a	n/a			
66	Absorbent and Deodorizer for Vomitus	Absorbent and deodorizer for vomitus. Twenty four (24) twelve (12) ounce packages per carton	Fresh Products	50.00%	n/a	n/a			
67	Medium Duty Scrubbing Sponges	Nylon scrubbing pads with cellulose sponge backing. Twenty (20) sponges per case.	3M, Niagara	50.00%	n/a	n/a			
68	Backpack Replacement Bags	Antibacterial micro filter replacement bags for backpack vacuums. Ten (10) bags per pack. (573130)	Clarke, Janitized,	50.00%	n/a	n/a			
69	Microfiber Cloth	Blue Microfiber Terry Cloth 16 X 16. Fifteen (15) dozen per case.	Rubbermaid, Genuine Joe, Global Industries	50.00%	n/a	n/a			
70	Aluminum Extension Handle	Aluminum extension handle for duster head	Rubbermaid,Gritt Commercial	50.00%	n/a	n/a			
71	Duster Brush - Head Only	Blue polypropylene round duster brush - head only	Ettore, Unger	50.00%	n/a	n/a			
72	High Productivity Pads	Pads remove old finish, dirt and buildup. Open web construction - stripping solution flows through pad to rinse out dirt and reduce loading for increased pad-to-floor contact, more efficient stripping	3M, Niagara, Americo	50.00%	n/a	n/a			
73	Stripper Pad	Black thick strip pad . Used with water-based floor finish stripping solutions to remove old soiled floor finishes and sealers. Made of nylon and polyester fibers in an open textured non-woven construction.	3M, Niagara, Americo	50.00%	n/a	n/a			
74	Surface Preparation Pads (SPP)	Surface Prep Pads (SPP) require only neutral cleaner or water to effectively remove floor finish, preparing the floor for finish application. The SPP pads can be used on vinyl tile, marble, terrazzo, concrete and other floor types.	3M, Niagara, Americo	50.00%	n/a	n/a			
75	Heavy Duty Scrubbing Pad	Heavy duty scrubbing pad for a one (1) to two (2) coat removal prior to recoating. Used with detergent solution to scrub hard surface floors. nylon and polyester fibers in a n open textured non-woven construction. Available in various sizes.	3M, Niagara, Americo	50.00%	n/a	n/a			
76	Light Scrubbing Pads	Used for everyday cleaning. Also designed for spray buffing. Cleans when damp; buffs when dry.	3M, Niagara, Americo	50.00%	n/a	n/a			
77	Purple Diamond Coated Floor Pad	FloorPad for cleaning and polishing to an outstanding gloss level marble, terrazzo, vinyl, slate and polished concrete floors. Removes black marks. Available in various sizes.	3M	50.00%	n/a	n/a			
78	Clean and Shine Pads	Achieve burnish quality results without the extra step of actually burnishing. Using a low-speed auto scrubber with just plain water or neutral cleaner, it effectively removes scuff marks.	3M	50.00%	n/a	n/a			
79	Reusable Pouches	Reusable pouches are designed to fit the canvas back pack. 5 pouches per case with 10 blank labels included.	n/a	n/a	n/a	n/a			ODP does not currently carry any items that fit this description
80	Applicator Pads 5"x18"	Replacement pads for applicator system. 2 pads per pack, 5 packs per case.	3M, Rubbermaid	50.00%	n/a	n/a			
81	Bucket	Fourteen (14) quart bucket. Heavy-duty thick wall construction and molded-in graduations for accurate measuring.	Rubbermaid, Suncoast, Unger	50.00%	n/a	n/a			
82	Dusters	Dusters, including but not limited to lambswool, polypropylene, etc.	Ettore, Impact Products, Swiffer	50.00%	n/a	n/a			
83	Spray Bottles	Spray bottles with and without graduated rates. Includes bottles with and without triggers.	Impact Products, Genuine Joe, Boardwalk	50.00%	n/a	n/a			
84	Mops	General purpose mops with cotton or rayon. Mop heads and mops with handles	Rubbermaid, Genuine Joe, Boardwalk	50.00%	n/a	n/a			
85	Brooms	Upright and push brooms.	Rubbermaid, Genuine Joe, Boardwalk	50.00%	n/a	n/a			
Average Discount Classification 12:				50.00%					
Discount for all other Supplies:				50.00%					
<b>PROVIDE CATCHALL DISCOUNT FOR ITEMS AND CLASSIFICATIONS THE VENDOR'S CATALOG NOT REPRESENTED BY THE ABOVE ITEM LIST-- SEE SECTION Section IV Sub-Section 1. Item G.8</b>				10.00%	n/a				

\*These are minimum discounts. Additional discounts may be applied at time of Quote for the Participating Agency.

**ATTACHMENT K:  
SERVICE PROVIDERS LIST**

VENDOR: <b>ODP Business Solutions, LLC</b>									
#	Firm Name	Street Name	City, State, Zip Code	Phone Number	Contact Person	Indicate: Dealer or Installer	Small, Local, DVBE, Minority/Women Owned Business	Certification # (if any)	Department of Industrial Relations ("DIR") Registration #
1	Dedicated Corporate Solutions of CA, Inc	119 East Saint Joseph Street	Arcadia, CA	(800)977-2201	Derek Smith	Dealer	Small (SB Micro)	DGS # 2046967	
2	Garvey's Office Products	7500 N Caldwell Ave	Niles IL 60714	#REF!	Kevin Garvey   kevin.garvey@getgarveys.co	Dealer			
3	Regency	8024 Glenwood Ave Ste 200	Raleigh NC 27612	(919) 676-0522	Eric Beguelin   ebeguelin@regencyop.com	Dealer			
4	Sandia Office Supply	5801 Office Blvd NE	Albuquerque NM 87109	(505) 341-4900	James Southwood   johns@sosnm.com	Dealer			
5	Premium Incorporated	2644 Waiwai Loop	Honolulu HI 96819	(808) 839-9802	John Smatana   James.Southwood@premium	Dealer			
6	Admiral Express	1823 N Yellowood Ave	Broken Arrow OK 74012	(918) 249-4000	Erik Isaacson   erik@admiralexpress.com	Dealer			
7	America's Office Source	706 Turnbull Ave	Altamonte Springs FL 32701	(407) 478-0637	Jeremy Ryckman   jeremy@americasoffices	Dealer			
8	Trio Supply Company	45 Northern Stacks Dr	Fridley MN 55421	(612) 522-3822	Pete Soderling   psoderling@orderbe.com	Dealer			
9	Business Essentials	44 Northern Stacks Dr Ste 120	Minneapolis MN 55421	(763) 595-5300	Pete Soderling   psoderling@orderbe.com	Dealer			
10	Perimeter Office Products	3505 Newpoint Pl Ste 475	Lawrenceville GA 30043	(770) 689-1900	James Gilman   james.gilman@perimeteroff	Dealer			
11	Office Essentials	1834 Walton Rd	St Louis MO 63114	(314) 432-4666	Kate Dougherty   kdougherty@offess.com	Dealer			
12	Complete Office	12724 Moore	Cerritos, CA 90703	(562)-619-5016	Rick Ereth   rereth@completeofficeca.com	Dealer			
13									
14									
15									

## **EXHIBIT G**

**(Master Services Agreement)**

### **SUPPLIER COMMITMENT & PROGRAM PROMOTION**

**Supplier Commitment.** FoundationCCC asks each Supplier to make four basic commitments to ensure the overall success of the program.

1. **Corporate Commitment** - A commitment that FoundationCCC has the support of senior management, and that FoundationCCC contract is the Supplier's primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its FoundationCCC contract, and upon the public and private agency's request, such agency will be transitioned to the Supplier's FoundationCCC contract.
2. **Sales Commitment** - A commitment that the Supplier will market FoundationCCC contract and that the sales force will be trained, engaged and committed to offering FoundationCCC agreement to Participating Agencies nationwide, with a further commitment that all FoundationCCC sales be accurately and timely reported.
3. **Service Commitment** - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through FoundationCCC's contract.
4. **Communication and Information Commitment** - Establish the following communication links to facilitate customer access and communication:
  - a) An email address for general inquiries
  - b) Provide the following for FoundationCCC website use:
    - i) Standard logos
    - ii) Summary of products and pricing
    - iii) Information web-link to Supplier's website
    - iv) Overall information about Supplier
    - v) Other promotional material as desired

**Supplier Program Promotion.** FoundationCCC recognizes that each Supplier has a successful business and may choose to meet its commitments to FoundationCCC purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing FoundationCCC's contract.

1. **Account Management Team** – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of FoundationCCC contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from FoundationCCC concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from public school districts. Additionally, FoundationCCC suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's FoundationCCC program and linked to the CollegeBuys, SchoolBuys, or CivicBuys website.

2. **Quarterly Review** – Upon request, FoundationCCC will schedule a quarterly review with the Supplier to evaluate the Supplier’s performance of Supplier Commitments and Program Standards outlined herein.
3. **FoundationCCC Purchasing Program Awareness** – FoundationCCC is responsible for marketing the overall FoundationCCC purchasing program concept and programs to Participating Agencies. FoundationCCC marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. FoundationCCC employs a marketing team, a network of partner associations, direct mail and email, web presence and social media platforms, as well as newsletters, webinars, case studies, and other publications to increase purchasing program awareness.
4. **Supplier Sales** - Supplier is responsible for proactive direct sales of Supplier’s goods and services to Participating Agencies and the timely follow up to leads established by FoundationCCC. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys, SchoolBuys, and/or CivicBuys logo, as applicable. FoundationCCC will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier 's sales initiatives should communicate:
  - a. No cost to participate
  - b. Non-exclusive contracts
5. **Sales Force Training** - Supplier is responsible for the training of its sales force on FoundationCCC contract. FoundationCCC may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
  - a. Key features of FoundationCCC contract
  - b. Understanding of the process of development of the Agreement
  - c. Working knowledge of FoundationCCC Organization and Solicitation Process
  - d. Awareness of the range of Participating Agencies that can access FoundationCCC
6. **Promotion.**
  - a. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein.
  - b. Availability of Master Services Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Services Agreement as may be necessary for such agencies to evaluate potential purchases.

**EXHIBIT H**  
**(Master Services Agreement)**

**SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATIONCCC**

Foundation for California Community Colleges Reporting								
COMPANY NAME:								
Market Segment	District/Institution Name	Purchasing Agency / College Name	Purchaser Email Address	Date of Payment Received	Invoice Number	Payment Received Amount	FCCC Rebate	Realized Cost Savings
CCC (CollegeBuys)								
CSU (CollegeBuys)								
UC (CollegeBuys)								
AICCU (CollegeBuys)								
K-12 (SchoolBuys)								
Public Agency (CivicBuys)								

**NOTE: Reports to be submitted in Microsoft Excel**

\*Excluding taxes, additional services and transportation

# **EXHIBIT I**

## **(Master Services Agreement)**

### **COOPERATIVE UTILIZATION**

This Master Services Agreement is available to any and all public agencies, nonprofit organizations directly supporting the California Community College system, public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by FoundationCCC.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing under this Agreement.

<https://www.calstate.edu/attend/campuses>

<https://www.calstate.edu/csu-system/auxiliary-organizations>

<https://www.cccco.edu/Students/Find-a-College/College-Alphabetical-Listing>

<https://aiccu.edu/page/ourcolleges>

<https://www.cde.ca.gov/schooldirectory/>

## **EXHIBIT J**

**(Master Services Agreement)**

### **CONTRACT AMENDMENTS/MODIFICATIONS**

#### **RFP Terms:**

Section II, Item 6, Page 10

Orders

ODP clarifies that procurement cards cannot be used to pay invoices. Payment made by way of procurement cards must be done at the time of purchase.

ODP shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order.

Section II, Item 17, Page 12

Invoicing Requirements

ODP clarifies: For standard (non-EDI) electronic formats, proof of delivery may be available but cannot be guaranteed. The proof of delivery information provided is what ODP has available at the time of billing. Issues such as 3rd party carriers, timing delays, etc. may affect how much information is collected/displayed. Purchase Order copies and packing slips are not supported in ODP's billing system and not available on invoicing.

Section III, Item 11, Page 14

Minimum Order

ODP shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order.

Section III, Item 22, Page 16

F.O.B. Destination

ODP shall institute a Fifty Dollar (\$50.00) minimum order value per delivered order.

Section III, Item 28, Page 17

Minimum Service and Response Standards

ODP clarifies:

- Normal delivery Next Day – Assuming the product is in stock at ODP's distribution center or wholesaler; Also, order must be keyed at 3pm local time.
- Non-Core Items Two (2) to three (3) days – virtual warehouse items can vary but mostly 3-7 business days.
- Stocked products Next Business Day (if order is placed by 3pm local time).
- Non-Core Items 3-7 business days.

Section III, Item 34, Page 19

Price Protection and Matching

ODP Strikes

3. For Foundation locations using dynamic e-procurement via punch out or Respondent hosted ecommerce catalogs, the Foundation net prices shall be the best available, either current market (for any of the named price list sites) or agreed minimum discount off list.

4. Price Match. Respondent must be able to match pricing product-to-product when requested by the Foundation and/or Participating Agency within 90 days from date of delivery.

Section IV, Subsection 3, Page 25

ODP strikes the following:

Catalog pricing should match, or be comparable to, large entities' pricing such as University of California, CMAS, or GSA pricing.

## **EXHIBIT K**

**(Master Services Agreement)**

### **Additional Terms and Conditions**

The following Additional Terms and Conditions shall modify, delete, and/or add to the Terms and Conditions (“Exhibit B”), Special Terms and Conditions (“Exhibit C”), and General Provisions (“Exhibit E”) of the Agreement this is Appended to. Where any article, paragraph, or subparagraph in Exhibit B, Exhibit C, and Exhibit E of this Agreement is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the Additional Terms and Conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Exhibit B, Exhibit C, or Exhibit E of the Agreement is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

If Participating Agency has entered into a sub-award/contract/grant with either the U.S. Government, or another entity who has itself entered into a contract or received a grant with the U.S. Government, that sub-award/contract/grant requires that certain federal grant provisions be made a part of any subsequent Agreement issued by Participating Agency related to furthering the performance or deliverables required under that sub-award/contract/grant.

Performance by FoundationCCC/Participating Agency’s Supplier under the Agreement constitutes certification that the recipient is presently in compliance with and will continue to comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and Executive Orders Numbers 12549 and 12689, all as described below.

FoundationCCC will not negotiate these provisions. If a clause is not applicable or is not required by the prime contract to be flowed down to a particular sub-award/service, it will not be applied.

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses as applicable. Supplier shall promptly notify FoundationCCC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which FoundationCCC will rely.

1. For commercial transactions involving a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
  - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
  - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
  - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
  - d. FAR 52.219-8, Utilization of Small Business Concerns;
  - e. FAR 52.222-17, Non-displacement of Qualified Workers;
  - f. FAR 52.222-21, Prohibition of Segregated Facilities;
  - g. FAR 52.222-26, Equal Opportunity;
  - h. FAR 52.222-35, Equal Opportunity for Veterans;
  - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;

- j. FAR 52.222-37, Employment Reports on Veterans;
  - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
  - l. FAR 52.222-41, Service Contract Labor Standards;
  - m. FAR 52.222-50, Combating Trafficking in Persons;
  - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
  - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
  - p. FAR 52.222-54, Employment Eligibility Verification;
  - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
  - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
  - s. FAR 52.224-3, Privacy Training;
  - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
  - u. FAR 52.233-1, Disputes; and
  - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
2. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
- a. **Rights to Inventions.** If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, “Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements”.
  - b. **Clean Air Act.** Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - c. **Byrd Anti-Lobbying. (Agreements ≥ \$150,000).** Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
  - d. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “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.
3. Supplier makes the following warranties and acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and

FoundationCCC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

- a. **Debarment, Suspension, U.S. Government Restricted Party Lists. (Agreements ≥ \$35,000).** Supplier warrants that Supplier, its principals (defined at 2 C.F.R. § 180.995), and affiliates (defined at 2 C.F.R. § 180.905) are not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities. The Supplier must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by FoundationCCC and any Participating Agencies. If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FoundationCCC or the Participating Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - b. **Prohibition on certain Surveillance/Telecommunications.** Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for FoundationCCC/Participating Agency, or provide to FoundationCCC/Participating Agency to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.
4. **Remedies for Supplier's Breach (all Agreements in excess of \$250,000).**
- a. In the event any deliverables furnished or services provided by Supplier in the performance of this Agreement should fail to conform to the requirements herein, or to the sample submitted by Supplier, FoundationCCC/Participating Agency may reject the same, and it shall thereupon become Supplier's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to FoundationCCC/Participating Agency, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Supplier fail, neglect, or refuse to do so, FoundationCCC/Participating Agency shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Supplier.
  - b. In the event Supplier fails to make prompt delivery of any item or service as specified in the Agreement, the same conditions as to FoundationCCC/Participating Agency's right, but not obligation, to purchase in the open market and receive reimbursement from Supplier, as set forth in (a.) above shall apply.
  - c. If FoundationCCC/Participating Agency terminates the Agreement, either in whole or in part, for Supplier's default or breach, Supplier shall compensate FoundationCCC/Participating Agency, in addition to any other remedy FoundationCCC/Participating Agency may have available to it, for any loss or damage sustained and cost incurred by FoundationCCC/Participating Agency in procuring any items or services that Supplier agreed to supply.
  - d. FoundationCCC/Participating Agency's rights and remedies provided in this Section A (Remedies for Supplier's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or Agreement.

5. **Right to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Supplier in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Federal Funding Accountability and Transparency Act ("FFATA"). (Agreements  $\geq$  \$30,000).** Suppliers must be registered in the System for Award Management (SAM) to be issued a P.O. or agreement when Federal Funding Accountability and Transparency Act (FFATA) applies.
7. **Equal Employment Opportunity Affirmative Action.** During the performance of this Agreement, Supplier agrees as follows:
  - a. The Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - i. 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 Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Supplier's legal duty to furnish information.
  - d. The Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
8. **Davis-Bacon Act (40 U.S.C. 276a to a-7) as amended. (Construction Contracts > \$2,000).** If Agreement is a Construction Contract greater than \$2,000, Supplier will comply with the Davis-Bacon Act.

9. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). (Construction Contracts > \$2,000, or Contracts > \$2,500 that involve mechanics or laborers).** If Agreement is a Construction Contract greater than \$2,000, or a Contract greater than \$2,500 that involves mechanics or laborers, Supplier will comply with the Contract Work Hours and Safety Standards Act.
10. **Copeland “Anti-Kickback” Act (40 U.S.C 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3).** The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Participating Agency and FoundationCCC must report all suspected or reported violations to the Federal awarding agency.
11. **Supplier Small Business Subcontracting Clause (“SBSP”). (Contract ≥ \$750,000).** If Supplier is a large business, a SBSP is required. If Supplier is a small business, SBSP is not required, but small business certification is required. (this clause is applicable to contracts in excess of \$650,000, except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations) The Supplier shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled “Small Business Subcontracting Plan (JAN 2011),” which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Supplier shall insert the clause entitled “Utilization of Small Business Concerns” (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.
12. **Truth in Negotiations Act (10 U.S.C. 2306(a) and 41 U.S.C. chapter 35). (Contracts ≥ \$2,000,000).** The Truth in Negotiations Act (“TINA”) requires offerors to submit certified cost or pricing data if a procurement exceeds the TINA threshold and none of the exceptions to certified cost or pricing data requirements applies.

# **ATTACHMENT 1**

## **(Master Services Agreement)**

### **BID DOCUMENTS**

\*Please reach out to CollegeBuys at [cbcontracts@foundationccc.org](mailto:cbcontracts@foundationccc.org) for a copy of these documents, which are incorporated into this Agreement by reference.

- RFP No. 25-002
- Supplier Response to RFP No. 25-002

The following documents are included herein.

- Proof of Publication
- Notice of Intent to Award
- Board Approval
- Manufacturer Request for Addition/Removal of Authorized Dealer(s)/Installer(s)



The Beaufort Gazette  
 The Belleville News-Democrat  
 Bellingham Herald  
 Centre Daily Times  
 Sun Herald  
 Idaho Statesman  
 Bradenton Herald  
 The Charlotte Observer  
 The State  
 Ledger-Enquirer

Durham | The Herald-Sun  
 Fort Worth Star-Telegram  
 The Fresno Bee  
 The Island Packet  
 The Kansas City Star  
 Lexington Herald-Leader  
 The Telegraph - Macon  
 Merced Sun-Star  
 Miami Herald  
 El Nuevo Herald

The Modesto Bee  
 The Sun News - Myrtle Beach  
 Raleigh News & Observer  
 Rock Hill | The Herald  
 The Sacramento Bee  
 San Luis Obispo Tribune  
 Tacoma | The News Tribune  
 Tri-City Herald  
 The Wichita Eagle  
 The Olympian

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
25009	644209	Print Legal Ad-IPL02222150 - IPL0222215		1	24 L

**Attention:** Jorge Burwick  
 FOUNDATION FOR CA COMMUNITY COLLEGES  
 1102 Q STREET, SUITE 4800  
 SACRAMENTO, CA 95811

cbcontracts@foundationccc.org

**Notice Requesting Proposals**

NOTICE IS HEREBY GIVEN that the Foundation for California Community Colleges (FoundationCCC) acting as a Public Agency, will receive up to but not later than 3:00 PM (PT) on April 11, 2025, qualified proposals for Janitorial and Sanitation Products, Equipment, Supplies and Services RFP #25-002. Proposals shall be submitted electronically on the FoundationCCC's bid portal.

The RFP documents and link to the FoundationCCC's bids portal can be found at [www.foundationccc.org/bids](http://www.foundationccc.org/bids).

Dated this 14th day of March 2025  
 Dated this 21st day of March 2025  
 Board of Directors  
 Foundation for California Community Colleges  
 IPL0222215  
 Mar 14,21 2025

### DECLARATION OF PUBLICATION (C.C.P.2015.5)

Mary Castro, I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the printer and principal clerk of the publisher of The Sacramento Bee, printed and published in the City of Sacramento, County of Sacramento, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sacramento, State of California, under the date of September 26, 1994, Action No. 379071; that the notice of which the annexed is a printed copy, has been published in each issue thereof and not in any supplement thereof on the following dates, to wit:

2 insertion(s) published on:  
 03/14/25, 03/21/25

*Mary Castro*

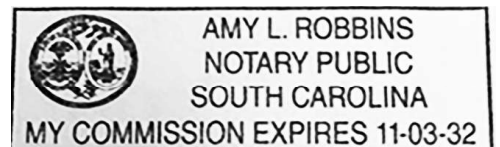
Legals Clerk

COUNTY OF DALLAS  
 STATE OF TEXAS

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Sacramento, California, on 3/21/2025.

*Amy Robbins*

Notary Public in and for the state of South Carolina, residing in Beaufort County



Extra charge for lost or duplicate affidavits.  
 Legal document please do not destroy!



# FOUNDATION *for* CALIFORNIA COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

1102 Q Street, Suite 4800  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

[www.foundationccc.org](http://www.foundationccc.org)

## Foundation for California Community Colleges

### STAFF REPORT

Date: June 25, 2025  
To: FoundationCCC Board of Directors  
From: Joseph Quintana, Chief Operating Officer

### **Subject: Approval of Vendor Contracts for Janitorial and Sanitation Products, Equipment, Supplies and Services**

Action Item, Regular Meeting June 25, 2025.

#### Background

On March 14, 2025, Foundation for California Community Colleges (FoundationCCC) and the Association of Independent California Colleges and Universities (AICCU) issued a Request for Proposal (RFP) for Janitorial and Sanitation Products, Equipment, Supplies and Services (RFP 25-002). RFP 25-002 was issued to secure discounted pricing on a wide range of janitorial and sanitation products and services. The scope included eighty-five item categories grouped into twelve classifications to meet systemwide needs. While these classifications represented commonly used products for instructional, facility, and administrative purposes, the RFP aimed to establish catalog-wide discounts beyond the specified items for both generic and manufacturer brands. Respondents were allowed to propose alternative category names and were required to clearly define the range of products included in their proposals, in accordance with the pricing instructions provided in the RFP. RFP 25-002 enabled the program to reassess current janitorial and sanitation pricing and best practices to award agreements that will enable and empower educational and public agencies, including California Community Colleges, to procure Janitorial and Sanitation Products, Equipment, Supplies and Services at competitive pricing with advantageous and equitable terms and conditions. FoundationCCC will receive a 2% administrative fee on sales volume.

#### RFP Process

FoundationCCC administered the RFP pursuant to California's Public Contract Code for the California Community Colleges Chancellor's Office (or its designated auxiliary) when securing statewide master agreements (Public Contract Code 20661, and its implementing regulations, California Code of Regulations, title 5, section 59130-59132). The RFP was formally published in the *Sacramento Bee* and managed on the *PlanetBids* electronic bid management system. Proposals were due from vendors on April 11, 2025, and FoundationCCC received two proposals that were deemed responsive, which advanced to the evaluation phase. Proposals were evaluated by an RFP Evaluation Committee comprised of community college, K-12, and public agency representatives. Committee members evaluated suppliers on their ability to meet rigorous baseline qualifications and pricing standards for Janitorial and Sanitation Products, Equipment, Supplies and Services.

### *RFP Committee Composition*

- RFP Development, Facilitation of Evaluation Process, and Review of Quantitative Information:
  - Paul Spear, FoundationCCC
  - Jorge Burwick, FoundationCCC
  - Heather Cade-Bauer, FoundationCCC
  - Adrian Brennan-Evans, FoundationCCC
  - Genia Abram, Los Angeles CCD
  - Alejandro Guevara, Chula Vista Unified School District
  - Andrea Salazar, South Tahoe Public Utility District
  
- Review of vendor supplied Performance and Service Specifications
  - Genia Abram, Los Angeles CCD
  - Alejandro Guevara, Chula Vista Elementary School
  - Andrea Salazar, South Tahoe Public Utility District

After a thorough evaluation process, the RFP Evaluation Committee endorsed the following suppliers to advance into the RFP negotiation phase (see Attachment 1, Letter of Intent to Award below). Contracts will be executed with each supplier contingent upon mutual agreement between each party on contractual terms and conditions.

Contract Term: Three (3) year initial term, with up to two (2) one (1) year renewals.

### FoundationCCC Roles and Responsibilities

The role of FoundationCCC is that of a prime contractor. FoundationCCC will:

1. Develop the contract with the awarded vendors based on the requirements of the RFP.
2. Monitor the quality of services and compliance from the vendor partner.
3. Promote contracts to California's community colleges, and other eligible Participating Agencies.

Orders will be placed directly between the Participating Agencies and the Supplier.

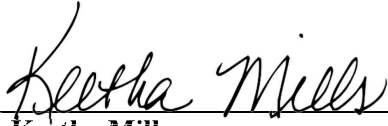
### Endorsement

The CEO and I recommend that FoundationCCC Board of Directors at its June 25, 2025, meeting approve the award of contracts to the following suppliers through FoundationCCC RFP 25-002 for Janitorial and Sanitation Products, Equipment, Supplies and Services.

- ODP Business Solutions, LLC
- WAXIE's Enterprises, LLC, and its BradyPLUS affiliate companies

**CERTIFICATION**

I, Keetha Mills, duly appointed President and Chief Executive Officer of the Foundation for California Community Colleges, do hereby certify that the above recommendation was passed and approved by the Board of Directors of the Foundation for California Community Colleges on the 25<sup>th</sup> Day of June 2025.



---

**Keetha Mills**  
President and Chief Executive Officer

06/25/25

---

**Date**



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COMMUNITY COLLEGES

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**ATTACHMENT 1**

**Intent to Award**

Janitorial and Sanitation Products, Equipment, Supplies and Services RFP #25-002

May 27, 2025

The Foundation for California Community Colleges intends to award a contract to the following companies from RFP #25-002: Janitorial and Sanitation Products, Equipment, Supplies and Services for use by California Community Colleges and other Public Agencies:

- ODP Business Solutions, LLC
- WAXIE's Enterprises, LLC, and its BradyPLUS affiliate companies

Contract awards under this RFP are contingent upon FoundationCCC board approval, and FoundationCCC and Vendor agreement on final contract terms.



**Manufacturer Request for Addition/Removal of Authorized Dealer(s)/Installer(s)**

<b>Manufacturer Name</b> <i>(Indicate name of contract holder)</i>				
<b>Manufacturer Representative/Contact</b> <i>(Who is submitting the request)</i>				
<b>Request Type</b> <i>(Please select applicable)</i>	<b>ADDING</b>	<input type="checkbox"/>	<b>DEALER</b>	<input type="checkbox"/>
	<b>REMOVING</b>	<input type="checkbox"/>	<b>INSTALLER</b>	<input type="checkbox"/>
<b>Request Date</b>				
<b>Effective Date</b>				
<b>Agreement Number</b> <i>(Indicate Agreement(s) affected)</i>				

Manufacturer, please provide information on the Dealer(s)/Installer(s) to be added or removed under this request by completing the required fields below.

<b>ADD/REMOVE</b> <i>Indicate Action</i>	<b>Dealer/Installer</b> <i>Indicate One or Both</i>	<b>Dealer/Installer</b> <b>Name</b>	<b>Dealer/Installer</b> <b>Address</b>
<i>ADD (Example)</i>	<i>Installer, or Dealer and Installer</i>	<i>CCC Installers, Inc.</i>	<i>123 Main Street, Los Angeles, CA 45678</i>

Manufacturer, by signing below, you are certifying that the information provided above is true and correct.

Manufacturer Signature	FoundationCCC Signature
Print Name	
Title	Manager of CollegeBuys



**IF ADDING:** Manufacturer representative, please read the statement below and initial in the space provided to indicate that you understand the responsibilities.

INITIAL HERE	Added Dealer and/or Installer, listed above, are certified by the Manufacturer. Manufacturer certifies to FoundationCCC the added Dealer(s) and/or Installer(s) will adhere to the Mandatory Performance Specifications of the underlying Agreement between FoundationCCC and Manufacturer.
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Please email completed form to Manager of CollegeBuys Program: [collegebuys@foundationccc.org](mailto:collegebuys@foundationccc.org)

Please mail original signatures to:  
Foundation for California Community Colleges  
1102 Q. Street, Suite 4800  
Sacramento, CA 95811  
Attn: Manager of CollegeBuys