Executive Summary Overview

Office Depot® and Florida International University/OMNIA Partners — Working Together for Success

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

In our quest to continue being a valued partner to Florida International University/OMNIA Partners, we're poised to continue providing quality product solutions and reliable business services, all while remaining insightful and agile enough to meet your requirements as they evolve and change.

As your dedicated partner, we'll focus on supporting you, so you can focus on the success of your institution, operating the University, and taking care of your students (the leaders of tomorrow). For starters, we'll help you manage your budget by monitoring and controlling the cost of ordering, managing inventory and delivery, as well as paying invoices. Our dedicated Account Team will work with you to obtain the right choices for your budget goals. Our Florida SUS account team has been committed to providing best in class service and support to the State University System for many years. In addition, with Office Depot, LLC principal place of business being in Florida, (with our Global HQ in Boca Raton, FL) we are committed to the success of the University system in our state.

Furthermore, with 35+ years of experience partnering with state & local government, higher education customers and school districts nationwide Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer "modern supplies" and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Florida International University and a future of empowering modern districts and learners across the country.

With Office Depot by your side, you'll get the experience and reliability your institution needs to succeed. Additional benefits include:

- Easy and efficient online ordering with live inventory and fast order confirmation
- Highly experienced customer care professionals and outstanding customer experience
- Multiple payment options to meet your needs
- More than 35 years of experience providing business services and product solutions
- Experienced Account Management Team and Executive Support readily available and dedicated to Florida International University/OMNIA Partners. Our complete team is listed in our Attachment 1.1.2 of the proposal.

In addition to continuing our long history of support to Florida International University and the other members of the Florida State University System, Office Depot is uniquely qualified to build and grow this new Omnia Partners cooperative. Office Depot was the first in our industry to embrace and begin working with cooperative programs in the mid 1990's. Today over 60% of our public sector sales are through one of our major cooperative programs. Office Depot's cooperative program managers have proven success at growing our cooperative programs through working with our local field sales team to understand customer needs and by providing unique solutions. We are excited to have the opportunity to apply our cooperative expertise to implement and grow this new cooperative for Higher Education.

Company Overview

Office Depot, LLC is a wholly owned subsidiary of The ODP Corporation, a leading provider of business services, products and digital workplace technology solutions to small, medium and enterprise businesses. Through its banner brands Office Depot®, OfficeMax® and others, the company offers its customers the tools and resources they need to focus on their passion of starting, growing and running business through approximately 1,050 retail stores, an online presence and thousands of dedicated sales professionals.

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

All of our friendly customer care professionals are dedicated to delivering the solutions, services and support you need, when you need it. We invite OMNIA/Florida International University to put our dedicated associates, 25 nationwide distribution centers, 24/7 e-commerce platform and years of experience to work for you.

Simple Ways to Shop

- Shop online 24 hours a day: https://business.officedepot.com
- Call national customer service: 1.888.777.4044
- Email customer service: bsdcustomercare@officedepot.com

For more information, visit news.theodpcorp.com and follow @officedepot on Facebook, Twitter and Instagram.

Office Depot, LLC is well positioned to support the FIU/FLSUS objectives of providing competitive pricing and helping to minimize operational and total cost of ownership not only with office supply spend – but with all related categories. We will do that by maintaining competitive pricing throughout the life of the agreement on the master core, consistent discounts from list on the non-core with limited hurdles to participate. We will reduce total cost of ownership by having a continuous improvement focus that will be managed by your dedicated account managers. At every quarterly business review, status & success of past initiatives will be discussed, and new initiatives will be identified.

As your team evaluates our ITN response, we believe you will find our responses to be superior in all of your evaluation criteria.

Pricing – Office Depot has quoted exact match items on all Master Core Items and Discounts from List Price on Non-Core, Catalog items resulting in true financial value for participating agencies.

OMNIA Partners National Contract Participation Requirement - Office Depot has submitted all appropriate answers and documents to participate with OMNIA Partners. Office Depot has worked closely with OMNIA Partners on a number of cooperative contracts that are used by thousands of Office Depot customers and result in public agency purchases in the hundreds of millions of dollars. Our organizational structure of Program Managers and Account Managers ensure local customer satisfaction and national consistency allowing us to successfully manage and grow cooperative contracts.

Financial Support, Incentives, Rebates & Value-Added Services - Not only will your team find low prices as part of our pricing proposal, Office Depot has offered incentives for those participating agencies who require and flexibility to address appropriately for those who do not. The list of available added services is included in the appropriate response sections and include implementation support, training support, superior and local account management, ongoing data and analytic support along with many additional service and product lines available to participating agencies.

Web punch-out catalog, marketing, customer service, implementation plan & operational plan - The core success of every program begins with a thorough and well executed implementation plan. Your team will find that our implementation resources are industry leading, customer service through phone, email, chat or fax are superior and easily accessible.

Respondent's qualifications, experience, financial stability and references – With more than 35 years servicing public sector customers Office Depot is well qualified and has the experience to exceed expectations. As a publicly traded company – you can access our audited financials to evaluate appropriately. The pandemic has been challenging for most organizations as it relates to top line sales. We are extremely proud of how we've treated our employees and still maintained a strong liquidity position throughout the pandemic. We have provided references that can speak to our strength as a trusted supplier nationally.

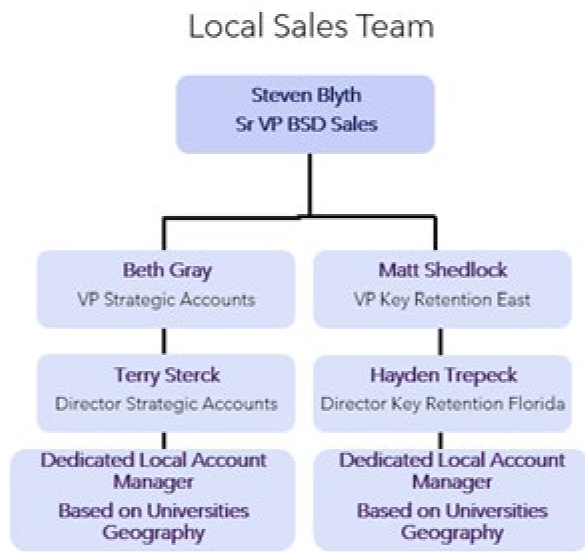
Audit, reports and record retention - When working with public sector clients, transparency and compliance is a critical component of our success. Your evaluation team will find this is an area of strength for Office Depot.

Sustainability and Diversity – Both of these categories are critical to our customers and to our own company. Annually, we report our track record (ODP Corp Sustainability Report). We are here to create and implement action plans to help our customers meet their diversity and sustainability goals and have a wide variety of solutions to do so.

In summary Office Depot has the knowledge and expertise to best support Florida International University, and the members of the Florida State University System. Our long partnerships mean that we know your campuses and end-users, and that your accounts are already set up and current in our systems, making the implementation of this new contract seamless. A Florida based company, Office Depot has the financial strength and vision to execute on your objectives.

Organizational Chart

Florida International University and other members of the Florida State University System are supported locally by our regional sales team along with our Strategic Accounts team. The members of these teams provide local account management and support by building and implementing strategic account plans that meet the needs of the individual participant.

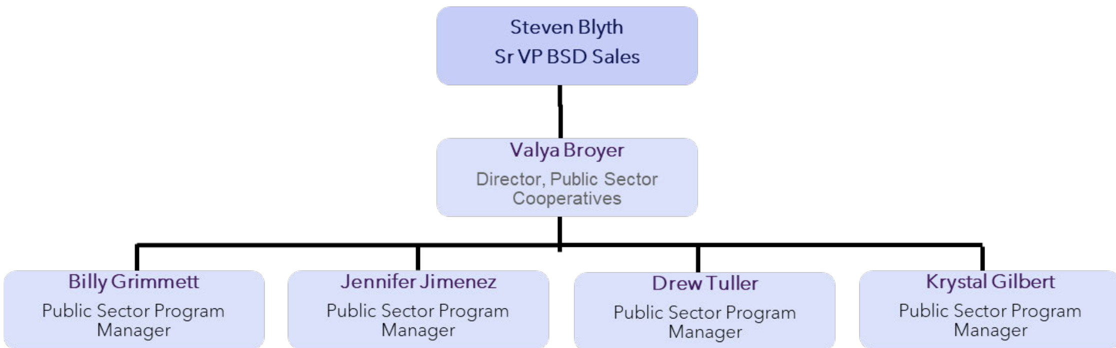


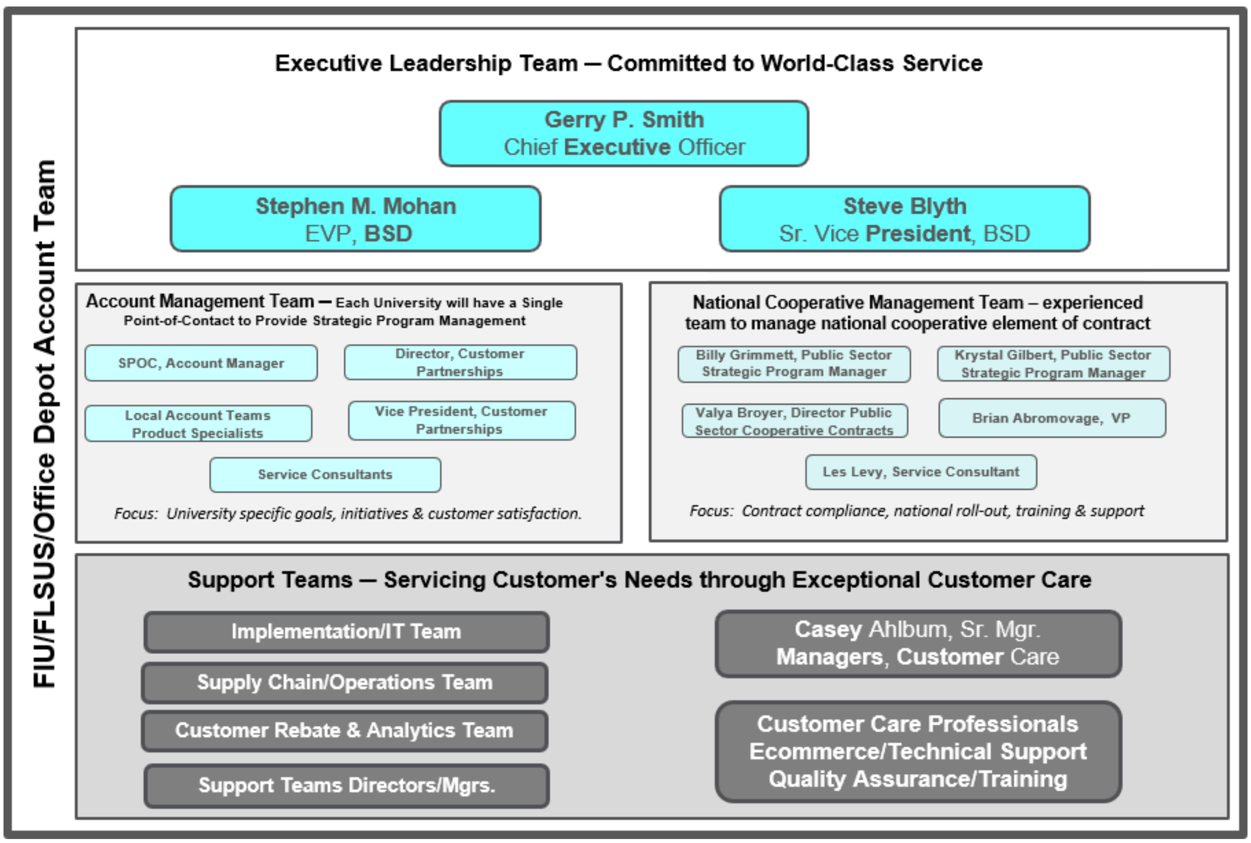
From a national perspective, Office Depot is one of the largest providers of Office and School supplies to public sector customers and has many years of success in building, managing and growing cooperative contracts. We expect rapid growth of the program and our local Office Depot sales teams will be assigned to each new participating member to implement the program and to build solutions meeting their needs. These teams are supported by our dedicated public sector inside sales teams to provide exceptional service and solutions to our customers.

Our local field sales teams are supported by our dedicated Public Sector Cooperative Team which has responsibility for managing our cooperative programs and ensuring that the programs are implemented consistently across the country. This team provides training and support to our field sales teams and works with key customers to make sure that our programs are meeting their strategic objectives.

Office DEPOT
OfficeMax

Public Sector Cooperative Team





Office DEPOT
OfficeMax

Overview of Personnel - Directors

Valya Broyer
Director, Public Sector Cooperatives
Office Depot, LLC

Valya is quickly approaching her 34 years with Office Depot. She has spent her career in multiple functional areas including procurement, sales administration, eCommerce and sales management. Her broad background with the company and working with hundreds of customers over the year allows her to easily navigate complex and challenging environments.

In her role at Office Depot, Valya's team is responsible for Office Depot's largest Cooperative Contracts utilized by more than 19,000 Office Depot customers with spend of more than $600M. Her team focuses on ensuring compliance to the legal agreements, training and support for all Office Depot selling teams and oversight of customer satisfaction.

Name: Valya Broyer
Phone: (303) 704-8107
Email: Valya.Broyer@Office Depot.com
Title: Director, Public Sector Cooperatives

Hayden R. C. Trepeck
Director, Corporate and Government Partnership Retention – Southeast, USA
Office Depot, LLC

Hayden Trepeck has spent his career focused on creating and executing long term strategic partnerships and business development programs with operational excellence.

In his role at Office Depot, Hayden is responsible for ~400 corporate and government partners across the Southeastern United States. Hayden sits at Office Depot's Global Headquarters in Boca Raton, FL and has a team of Senior Key Account Managers across the region.

Hayden is a product of the Florida State University System, he earned an undergraduate degree from the Fisher School of Accounting at The University of Florida and holds a Master of Business Administration from Florida Atlantic University. He started his career in Sports and Entertainment, serving as Chief of Staff to the CFO of

The NFL's Miami Dolphins and as Director of Strategic Partnerships at The NHL's Florida Panthers.

Since 2013 Hayden's career has been inside enterprise organizations, with a focus on developing and managing long-term, mutually beneficial relationships, with large corporate and government partners. At Office Depot, Hayden has created and managed strategic partnerships with State and Local Governments, Higher Education Institutions, and Fortune 500 Organizations.

Hayden's passion for success and 'Make It Happen' attitude, combined with his ability to create lasting relationships with clients and counterparts, is what positively sets him apart. Hayden's ability to manage projects, cultivate relationships, and be a trusted resource for our valued partnership is what makes him an asset to your Office Depot team.

Name: Hayden R. C. Trepeck
Phone: (561) 289-7952
Email: hayden.trepeck@officedepot.com
Title: Director, Corporate and Government Partnership Retention – Southeast, USA

Terry Sterck
Director, Strategic Customers Southeast USA
Office Depot, LLC

Terry has been with Office Depot for 11 years and in the industry for 27.
His current responsibilities include working with the field sales team and our largest public sector customers in the Eastern US to ensure contract compliance, customer satisfaction, and ongoing value following the solicitation. Terry will work with our field sales team, operational support network, and headquarters resources to ensure the relationship is successful. He will meet regularly with leadership from the Florida State University System to achieve contract objectives and to review new strategic priorities.

Name: Terry Sterck
Phone: (904) 699-6377
Email: terry.sterck@officedepot.com
Title: Director, Public Sector Strategic Accounts – East Region

Overview of Personnel – Program Managers, Account Management

Krystal Gilbert Schafer
Program Manager – Public Sector Cooperatives
Office Depot, LLC

Responsible for Office Depot's State of Florida, City of Tamarac, America Saves and Florida State University System Cooperative Contracts. Additional focus on serving internal resources for state, local government, and education customers.

Krystal is a 13-year veteran with Office Depot and is based in Fayetteville, AR. Starting her Office Depot career as a Territory Development Manager in Arkansas, Krystal has held a variety of sales roles with Office Depot. Since 2009, Krystal has focused exclusively on our public sector business and has been a leader in managing strategic partnerships with State and Local Governments, K-12 and Higher Education.

Krystal's knowledge and experience with Public Sector makes her a valued asset and resource within Office Depot.

Name: Krystal Gilbert Schafer
Phone: (870) 703-0454
Email: Krystal.Gilbert@OfficeDepot.com
Title: Program Manager, Public Sector Cooperatives

Seth Kaminstein
Sr. Key Account Manager
Office Depot, LLC.

Seth likes to consider himself an expert at building long term business relationships with his customers. It is especially important that communication is always top notch and being there for his customers as they should expect nothing less.

Seth Graduated from Arizona State University with a Bachelor of Science Degree in Marketing. Seth Started his career at Motorola where he grew from sales to District Sales Manager for the Southeast catering to celebrities and CEO's of major corporations. After Motorola, Seth worked for other Fortune 500 companies before starting his career at Office Depot. In his role at Office Depot, Seth manages both public and private sector accounts. He has been with Office Depot for 12 years and lives in Boca Raton, FL.

Seth likes to be one step ahead of his competitors and always show his customers that he understands their needs. As account manager for both Florida International University and Florida Gulf Coast University, Seth enjoys offering value added services which include quarterly business reviews. These reviews are essential and provide his customers with cost-saving initiatives and solutions. Seth is in daily contact with various departments at both universities and will continue to support these universities for years to come.

Name: Seth Kaminstein
Phone: (561) 245-0297
Email: seth.kaminstein@officedepot.com
Title: Senior Key Account Manager, Public and Private Sectors

Rashad Rouse
Sr. Key Account Manager
Office Depot, LLC

Rashad has recently joined the Office Depot team and will continue to provide superior account manager for Florida State University, Florida A&M University and University of West Florida ensuring customer satisfation and focus on goals and initiatives.

Name: Rashad Rouse
Phone: 770.262.9169
Email: Rashad.Rouse@officedepot.com
Title: Senior Key Account Manager, Public and Private Sectors

Donna Warren
Key Account Manager
Office Depot, LLC

Donna Warren will continue to provide supper account management for Florida Atlantic and New College of Florida – ensuring goals and initiatives are met.

Name: Donna Warren
Phone: (305)491-1922

Email: Donna.Warren@OfficeDepot.com
Title: Key Account Manager, Public and Private Sectors

Hugh Davis
Sr. Key Account Manager
Office Depot, LLC

Hugh Davis will continue to provide superior account manager for University of Central Florida - ensuring goals and initiatives are met.

Name: Hugh Davis
Phone: (352) 214-4076
Email: Hugh.Davis@OfficeDepot.com
Title: Key Account Manager, Public and Private Sectors

Christine Kelly
Strategic Accounts Manager
Office Depot, LLC

Christine Kelly is a graduate of Florida State University and has been with Office Depot for over 23 years. She has worked with Public Sector Procurement Professionals her entire tenure. Her role is Strategic Account Management with a focus on K-12 and Higher Education customers. She has called on several colleges and Universities throughout Florida to maintain and grow our long-standing partnerships. Christine will continue to provide personalized account manager for University of Florida and University of South Florida.

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Name: Christine Kelly
Phone: (954) 914-5575
Email: Christine.Kelly@OfficeDepot.com
Title. Strategic Accounts Manager

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of ______ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and ________________ ("**Supplier**").

RECITALS

WHEREAS, the ________________ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective ______________, Agreement No______, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of ____________________________ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

____
____
____
____

20. 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 whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]
Office Depot, LLC

Signature
Brian Abromovage

Name
Vice President

Title

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY** **COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature
Name	Sarah E. Vavra Name
Title and Agency Name	Sr. Vice President, Public Sector Contracting Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as ____________ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

____
Signature

____
Name

____
Title

____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, X will not provide covered telecommunications equipment or services to the Government in the of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, *X* does not use covered telecommunications equipment or services, or use any equipment, system, or that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions*. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES X BA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES X BA Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Office Depot, LLC

Address, City, State, and Zip Code:
6600 North Military Trail Boca Raton, Florida 33496-2434

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative:
Brian Abromovage, Vice President

Email Address: brian.abromovage@officedepot.com

Signature of Authorized Representative: [signature] Date: 01/06/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:
a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

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

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

The Contractor, Office Depot, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

____

Signature of Contractor's Authorized Official

Brian Abromovage, Vice President

Name and Title of Contractor's Authorized Official

01/06/2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Office Depot. LLC

Address, City, State, and Zip Code:
6600 North Military Trail Boca Raton, Florida 33496-2434

Phone Number: 561-438-4800 Fax Number: 800-593-8830

Printed Name and Title of Authorized Representative:
Brian Abromovage, Vice President

Email Address: _brian.abromovage@officedepot.com

Signature of Authorized Representative:

Date: 01/06/2022

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: ITN 2022-00057 **Bidder/Offeror:** ____________

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury''s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name ____________ Relationship to Bidder/Offeror Vice President

Description of Activities Office Supplies

Duration of Engagement multiple years Anticipated Cessation Date ____________

Bidder/Offeror Contact Name ____________ Contact Phone Number ____________

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Brian Abromovage Signature: [signature]

Title: Vice President Date: 01/06/2022

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the ITN. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Office Depot, LLC

Organization Address: 6600 North Military Trail Boca Raton, Florida 33496-2434

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ____________________

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Blackrock, Inc.	4400 Computer Drive Westborough, MA 01581
Vanguard Group, Inc. (The)	100 Vanguard Boulevard Malvern, PA 19355

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://investor.theodpcorp.com/financial-information/sec-filings	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian Abromovage	Title:	Vice President
Signature:	[signature]	Date:	01/06/2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of ________________ ss:

I, Brian Abromovage (name of affiant) residing in ________ (name of municipality)
in the County of ________________ and State of ________________ of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President (title or position) of the firm of Office Depot, LLC (name of firm)

________________ the bidder making this Proposal for the bid entitled ITN-2022-00057: Office Supplies & Products (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the ________ Omnia Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

January 6, 2022

[signature]

Notary public of PA

My Commission expires 10-29-2022

(Seal)

Commonwealth of Pennsylvania – Notary Seal
Laurie A Hughes, Notary Public
Wyoming County
My Commission Expires October 29, 2022
Commission Number 1075826

[signature]
Signature

Brian Abromovage
(Type or print name of affiant under signature)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Office Depot, LLC

Street: 6600 North Military Trail

City, State, Zip Code: Boca Raton, Florida 33496-2434

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. X A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) ________

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

X B. Approved Federal or New Jersey Plan – certificate enclosed

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

01/06/2022
Date

[signature] VP
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

____

Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Office Depot, LLC		
Address:	6600 North Military Trail		
City:	Boca Raton	State: Florida	Zip: 33496-2434

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
[signature]	Brian Abromovage	Vice President

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
NONE	N/A	N/A	$ 0

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

N/A. Office Depot does not make any contributions.

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: The ODP Corporation Home Address: 6600 North Military Trail Boca Raton, Florida 33496-2434	Name: Home Address:
Name: Blackrock, Inc. Home Address: 4400 Computer Drive Westborough, MA 01581	Name: Home Address:
Name: Vanguard Group, Inc. (The) Home Address: 100 Vanguard Boulevard Malvern, PA 19355	Name: Home Address:

Subscribed and sworn before me this 6 day of January 2022

(Notary Public) Laurie [signature]

My Commission expires: 10-29-2022

Commonwealth of Pennsylvania – Notary Seal
Laurie A Hughes, Notary Public
Wyoming County
My Commission Expires October 29, 2022
Commission Number 1075826

[signature]
(Affiant)

Brian Abramouse VP
(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

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

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

See attached Disclosure Form.

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

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

See attached State of New Jersey Business Registration Certificate.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- X Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Brian Abromovage Title: Vice President

Signature: [signature] Date: 01/06/2022

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: ITN-2022-00057 **VENDOR/BIDDER:** Office Depot, LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature: [signature] Date: 01/06/2022

Brian Abromovage, Vice President
Print Name and Title

Exhibit H

Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing Invitation to Negotiates for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT

LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR

COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR

GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR

MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR

PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR

TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT

DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Certification 1356

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2021 to 15-APR-2028

OFFICE DEPOT, LLC
6600 NO. MILITARY TRAIL
BOCA RATON FL 33496

ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	OFFICE DEPOT, INC.
Trade Name:	
Address:	2200 OLD GERMANTOWN RD DELRAY BEACH, FL 33445
Certificate Number:	0094745
Effective Date:	July 01, 1994
Date of Issuance:	August 22, 2007

For Office Use Only:

20070822132231255

UMC-1 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services
Certificate of Merger/Consolidation
(Limited Liability Co.'s, Limited Partnerships & Partnerships)

To file electronically:
1. Enter the information requested below and sign by typing your name in the signature field. The form can only be filled in using the free Adobe Acrobat Reader 9.1 or greater. *(See the pages following this form for field by field instructions, and notes on delivery and processing of work requests.)*
2. Click the "Add Attachments" button to add attachments if required *(Check the field by field instructions to see if you must include an attachment(s))*
3. After the form has been filled in properly, please save a copy to your computer so that you can upload the form to the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application by following the instructions in the next step.
4. Click the "Open the Central Forms Repository Home Page to start the Form Submission Process" button at the bottom of the form. *(This action will launch the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application. If you have not created an account in the application, you will need to do so before using the online Web application. Once your account is created, please login to the application and follow the instructions for submitting your form and payment online.)*

MRG

FILED
AUG 28 2020
STATE TREASURER

This form may be used to record the merger or consolidation of a limited liability company, limited partnership or partnership with or into another business entity or entities, pursuant to NJSA 42. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the New Jersey State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the State Treasurer's office. Pursuant to Statute 14A

1. Type of Filing (check one): [X] Merger [ ] Consolidation
2. Name of Surviving Business Entity: Office Depot, LLC
3. Address of the Surviving Business Entity: 6600 North Military Trail, Boca Raton, FL 33496 0600469089
4. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name	Jurisdiction	Identification # Assigned by by Treasurer (if applicable)
Office Depot, LLC	DE	0600469089
Office Depot, Inc.	DE	0100619685

5. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer):

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of a merging or consolidating LLC, LP or partnership. The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the Surviving Business Entity at the Service of Process address stated above.

6. Effective Date (see instructions):

The undersigned represent(s) that the agreement of merger/consolidation is on file at the place of business of the surviving business entity and that an agreement of merger/consolidation has been approved and executed by each business entity involved. Additionally, a copy of the merger/consolidation agreement has been or shall be furnished by the surviving entity to any member or any person having an interest.

The undersigned also represent(s) that they are authorized to sign on behalf of the surviving business entity.

Signature	Name	Title	Date
N. David Bleisch	N. David Bleisch	Vice President of Office Depot, Inc.	8/18/2020
[signature]	Jennifer Kurz	Manager, of Office Depot, LLC	8/18/2020

**Important Notes --New Jersey law prohibits domestic LLCs, LPs and partnerships from merging/consolidating with another business entity, if authority for such merger/consolidation in not granted under the laws of the jurisdiction under which the other business entity was organized. Also, a merger/consolidation certificate may be filed pursuant to Title 42, 42:2A or 42:2B only if the surviving or resulting business entity is a limited partnership, limited liability company or partnership. Also, at least one participating business entity must be a limited partnership or limited liability company. If a for-profit domestic or foreign corporation participates or is the survivor, file the merger/consolidation pursuant to Title 14A. Title 15A corporations are not authorized to participate in mergers/consolidations involving LPs, LLCs, partnerships and for-profit corporations.

Equal Employment Opportunity
2020 EEO-1 Audit Report

Report Parameters

Report Type	EEO-1 Audit Report
Legal employer	Office Depot, Inc.
Establishment Employer Type	MULTIPLE
Period Start Date	2020-12-06
Period End Date	2020-12-19

EEO-1 Audit Report

Report Date 13-Feb-2021 01:48

Legal Employer : Office Depot, Inc.
Establishment Employer Type : MULTIPLE
Period Start Date : 2020-12-06
Period End Date : 2020-12-19

Company Number	Parent Company > 100 employees	Affiliated Companies > 100 employees	Govt Contractor
R04702	Y	Y	Y

EEO-1 Audit Report

Report Date 13-Feb-2021 01:48

Unit Number	Unit Name	Status	EEO last year	NAICS Co	D-U-N-S Number
R047023	HQ Boca Raton,FL	2	Y	453210	153531108

Unit Address	City	State	ZIP Co	County
6600 N Military Trail	Boca Raton	FL	33496	Palm Beach

Job Categories	Hispanic or Latino		NonHispanic or Latino												Totals (A-N)
			Male						Female						
	Male	Female	White	Black	Hawaiian	Asian	Amer Indian	Two or more	White	Black	Hawaiian	Asian	Amer Indian	Two or more	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level Officials and Managers	2	0	46	1	0	1	0	1	22	2	0	1	0	0	78
First/Mid-Level Officials and Managers	199	124	1160	177	9	89	3	33	596	89	3	24	3	23	2556
Professionals	70	78	300	44	1	86	0	17	265	57	3	40	3	14	987
Technicians	23	3	34	8	0	12	0	4	27	5	0	1	0	1	119
Sales Workforce	1321	1342	4276	1300	49	404	61	366	3165	1483	63	259	66	373	14795
Administrative Support Workers	10	37	71	15	0	7	0	2	199	53	0	17	0	10	424
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	315	46	451	391	23	126	6	42	69	33	6	5	1	9	1540
Laborers and Helpers	312	355	629	379	22	182	14	46	497	282	18	162	9	29	2966
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2252	1985	6969	2315	104	907	84	511	4840	2004	93	509	82	459	23467

3.1.13 Provide details of and propose additional discounts for volume orders, special manufacturer's offers, special programs, minimum order quantity, free goods programs,total annual spend, etc. Based on the additional discounts available to FIU and participating agencies, describe which specific discounts apply to FIU.

File Upload

Office Depot has provided aggressive pricing and financial incentives in our response. Additional discounts for high volume orders may be negotiated with the individual participant on an order-by-order basis and may vary based on the manufacturer and products selected.

Office Depot works with our manufacturers to provide new and innovative products at the best possible pricing and at its sole discretion may provide promotional pricing to promote these products. This promotional pricing may include additional manufacturer's discounts and additional discounts.

Office Depot and Florida International University Partnership Example

Each year, FIU hosts the FIU Children's Holiday Celebration. This special event has made the difference in the lives of hundreds of economically disadvantaged children from local elementary schools throughout Miami Dade County. In addition, proceeds from this event support undergraduate student scholarships and includes academic enrichment programing for historically under-represented, low-income and first-generation students. During the event, 12 kids are awarded free laptops donated by Office Depot as the prize for winning the events holiday skit competition.

In addition, Office Depot has also sponsored meet and greet events for FIU staff. The purpose of these events is to educate and provide samples of products that may help them during the year.

We have also scheduled numerous in-person supplier meetings with departments. When departments have interest in specific products and services, its always important to have our suppliers available to discuss their products in person which has always brought great value. We do this to differentiate ourselves from our competition. It is our desire to work with each participating agency to create similar value when possible.

Orig Sheet - Implementation Proj Plan w/ Scorecard

	.	Key Actions	Start Date	Lead TIme	Due Date	Health	Status	% Complete
1		Project Plan | Account Name						
5		Enter Completion/Launch Date Here >>						
6		Today's Date	05/06/20					
7		T-Minus #Weeks Until Go Live	#INVALID DATA					
8		T-Minus #Days Until Go Live	#INVALID DATA					
9		Key Stakeholders | Contact List						
26		Scorecard	Start Date	Lead Time	Due Date	Health	Status	% Complete
27		Project Plan Lead, Meeting facilitation (agendas/summary notes)					Not Started	0%
30		Compliance/Legal Agreement Execution					Not Started	0%
33		Pricing | Strategy & Setup					Not Started	0%
36		Customer Data Requirements					Not Started	0%
40		Product/Sku Item List Review | Strategy & Setup					Not Started	0%
44		Account Structure | Customer Setup					Not Started	0%
50		Delivery Requirements					Not Started	0%
56		BSD Direct Web | Structure & Setup					Not Started	0%
59		EDI/Punchout/3rd Party | Integration & Setup					Not Started	0%
66		End-user Training & Communications					Not Started	0%
70		Launch/Go Live Monitoring					Not Started	0%
74		Other					Not Started	0%
78		Tier One					Not Started	0%
81		Adjacency - CBFS | Workspace Facilities					Not Started	0%
111		Adjacency - CPD| Print Services					Not Started	0%
117		Adjacency - MPS| Managed Print Services					Not Started	0%
121		Adjacency - OTHER | Furn, Tech, CompuCom					Not Started	0%

Functional Area	Responsible | Assigned To	Comments
		Click Paper Clip for Meeting Note Attachments>>>>
Title/Role	Name	
Functional Area	Responsible | Assigned To	Comments
OD-Implementation		
OD-Sales		
OD-Sales		
OD-Implementation		
OD-Supply Chain		
OD-Implementation		
OD-Supply Chain		
OD-Implementation		
OD-eCommerce		**OD-Implementation to submit JIRA for eComm analyst
OD-Implementation		
OD-Implementation		
OD-Implementation		
OD-Implementation		
OD-Implementation		
OD-CPD Client Services Lead		
OD-MPS-Implementation		
OD-Implementation		

6.1.2 The Respondent shall present evidence of being engaged in providing services as listed in this Invitation to Negotiate in the past ten (10) years.

Company Overview

Office Depot is a leading provider of business services and supplies, products, and technology solutions. Our company was incorporated in 1986 in Delaware but our principal place of business is at our Corporate Headquarters in Boca Raton, Florida. We opened our first retail store in Fort Lauderdale, Florida.

Formed by the merger of Office Depot and OfficeMax, Office Depot is a leading global provider of products, services, and solutions for every workplace – whether your workplace is an office, home, school, or car.

Office Depot is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, facilities products, furniture, and school essentials.

The company has combined annual sales of approximately $9.7 billion, employs 38,000 associates, and serves consumers and businesses in North America with more than 1,050 retail stores, award-winning e-commerce sites, and dedicated sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax and Grand & Toy, the company offers its customers the tools they need to focus on their passion for starting, growing and running their organizations. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

For more information, visit news.officedepot.com and follow @officedepot on Facebook, Twitter and Instagram.

6.1.4 What examples of measureable successes does Respondent have with other similar type clients regarding the scope described in the ITN?

Office Depot has had long standing relationships with the members of the Florida State University System through both individual contract awards and our current Florida State University System contract which was implemented in early 2016. Our knowledge of the various universities many unique needs has allowed us to develop individual programs for each university. In addition, your universities are fully implemented with Office Depot, and the new contract begin seamlessly without the need for disruption

Office Depot's longstanding commitment to and success in Public Sector working with thousands of customers in Higher Education, K-12, State and Local Government. Our customers are supported by dedicated local sales and management teams that are backed by our national public sector team. This two-pronged approach has resulted in public sector being Office Depot's fastest growing business segment.

Office Depot was the first in our industry to embrace and begin working with cooperative programs in the mid 1990's. Today over 60% of our public sector sales are through one of our major cooperative programs. Office Depot's cooperative program managers have proven success at growing our cooperative programs through working with our local field sales team to understand customer needs and by providing unique solutions.

Office DEPOT
OfficeMax

In addition to supplying products, Office Depot continues to provide additional value to our public sector customers through:

Diversity- Office Depot works with each customer to understand their specific diversity needs and implements a range of programs to support these initiatives. In Florida we have implemented a Tier One solution for a major university that has simplified their on-campus delivery and partnered with a local minority toner manufacturer to provide an opportunity to increase local/diverse spend at another university.

In support of the University of California's "Small Business First" program we have collaborated with the UC Office of the President to provide options for both Tier 1 and Tier 2 options to the campuses. Office Depot is also proud to have received many awards for our diversity programs. Recent awards include:

Top Employer on Best of the Best List
Black EOE Journal, Hispanic Network Magazine, and Professional Woman's Magazine

America's Top Corporations for Women's Business Enterprises
WBENC

Top 50 Best Companies for Latinas to Work for in the U.S
LATINA Style Magazine

Best Place to Work for LGBT Equality
Human Rights Campaign Foundation

Sustainability- Office Depot's sustainability team works with many universities to meet their individual sustainability goals. In California we have partnered with our vendors to provide 100% recycled paper and non-tree based paper along with developing newly required state reporting. Office Depot's Green Catalog, Green Business Review and Green Select cart have been implemented by universities nationwide to further support their goals.

At a large University in Pennsylvania Office Depot's Sustainability team and field representatives work closely with University Procurement and the Sustainability Director to offer a wide range of green products and programs to the campus community. Green Business review reporting is a focus of quarterly business review meetings highlighting results of our efforts and the impact product usage has on the environment. Office Depot's Breakroom program enrolls end-users in Keurig's K Cycle K-Pod recycling program and most of the allied products are sustainable. Office Depot's Green Catalog and Green Select cart have been implemented by the university to further support their goals.

Expense Reduction- Office Depot's field sales team partners with each university to develop demand management programs. Our robust reporting allows us to provide options for alternative products that can provide up to 20% savings. Our Select Cart programs present lower cost options to the end user at the time of purchase.

Efficiency- Office Depot's E-Commerce team has worked with universities across the country to provide customized implementation of Ariba, Jaggaer, Workday, and other third-party ERP solutions as well as providing multiple options for electronic invoicing and P-Card purchases.

In addition, Office Depot developed a Just In Time campus wide delivery program for select PPE items at a large Florida University eliminating the need for the university to warehouse and internally delivery needed products. We also partnered with a Florida university's facilities team to implement stand on floor cleaning machines to increase efficiency and productivity.

Locally at Florida International University Office Depot has partnered with the FIU Children's Holiday Celebration. This special event has made the difference in the lives of hundreds of economically disadvantaged children from local elementary schools throughout Miami Dade County. In addition, proceeds from this event support undergraduate student scholarships and includes academic enrichment programing for historically under-represented, low-income and first-generation students. During the event, 12 kids are awarded free laptops donated by Office Depot as the prize for winning the events holiday skit competition.

In addition, Office Depot has also sponsored meet and greet events for FIU staff in partnership with many of our key suppliers. During these events FIU staff meet with our suppliers to receive education samples of products that may help them during the year.

We look forward to continuing our long-standing partnership with the Florida State University System members and to both the seamless implementation of the new contract and the growth of the new Omnia cooperative program.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549
FORM 10-K

(Mark One)
☒ **Annual Report Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934**
For the fiscal year ended December 26, 2020

Or

☐ **Transition Report Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934**
For the transition period from ________________ to ________________

Commission file number 1-10948

The ODP Corporation
(Exact Name of Registrant as Specified in its Charter)

Delaware (State or Other Jurisdiction of Incorporation or Organization)	**85-1457062** (I.R.S. Employer Identification No.)
6600 North Military Trail, Boca Raton, Florida (Address of Principal Executive Offices)	**33496** (Zip Code)

(561) 438-4800
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each class	Trading Symbol(s)	Name of Each Exchange on which Registered
Common Stock, par value $0.01 per share	**ODP**	**The NASDAQ Stock Market (NASDAQ Global Select Market)**
Preferred Shares Purchase Rights	**N/A**	**The NASDAQ Stock Market (NASDAQ Global Select Market)**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days: Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files): Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer" "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐	Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates of the registrant as of June 28, 2020 (based on the closing market price of the common stock on the Composite Tape on June 26, 2020) was approximately $924,293,601 (determined by subtracting from the number of shares outstanding on that date the number of shares held by affiliates of the registrant).

The number of shares outstanding of the registrant's common stock, as of the latest practicable date: At February 17, 2021, there were 53,524,445 outstanding shares of The ODP Corporation Common Stock, $0.01 par value.

Documents Incorporated by Reference:

Certain information required for Part III of this Annual Report on Form 10-K is incorporated by reference to The ODP Corporation's definitive Proxy Statement for its 2021 Annual Meeting of Shareholders, to be filed with the Securities and Exchange Commission within 120 days after close of the registrant's fiscal year covered by this Annual Report.

TABLE OF CONTENTS

The order and presentation of this Annual Report on Form 10-K differ from that of the traditional U.S. Securities and Exchange Commission ("SEC") Form 10-K format. We believe that our format better presents the relevant sections of this document and enhances readability. See "Form 10-K Cross-Reference Index" within Financial Statements and Supplemental Details for a cross-reference index to the traditional SEC Form 10-K format.

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K for the fiscal year ended December 26, 2020 (“Annual Report”) contains forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995 (the “Reform Act”), that involve risks and uncertainties. These forward-looking statements include both historical information and other information that can be used to infer future performance. Examples of historical information include annual financial statements and the commentary on past performance contained in Management’s Discussion and Analysis of Financial Condition and Results of Operations (“MD&A”). While certain information has specifically been identified as being forward-looking in the context of its presentation, we caution you that, with the exception of information that is historical, all the information contained in this Annual Report should be considered to be “forward-looking statements” as referred to in the Reform Act. Without limiting the generality of the preceding sentence, any time we use the words “estimate,” “project,” “intend,” “expect,” “believe,” “anticipate,” “continue,” “may,” “will” and similar expressions, we intend to clearly express that the information deals with possible future events and is forward-looking in nature. Certain information in MD&A is clearly forward-looking in nature, and without limiting the generality of the preceding cautionary statements, we specifically advise you to consider all of MD&A in the light of the cautionary statements set forth herein.

Much of the information in this Annual Report that looks towards future performance of The ODP Corporation and its consolidated subsidiaries is based on various factors and important assumptions about future events that may or may not actually come true. As a result, our operations and financial results in the future could differ materially and substantially from those we have discussed in this Annual Report. Significant factors that could impact our future results are provided in “Risk Factors” within Other Key Information in this Annual Report. Other risk factors are incorporated into the text of MD&A, which should itself be considered a statement of future risks and uncertainties, as well as management’s view of our businesses. We assume no obligation (and specifically disclaim any such obligation) to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

In this Annual Report, unless the context otherwise requires, the “Company,” “ODP,” “we,” “us,” and “our” refer to The ODP Corporation and its subsidiaries. On June 30, 2020, Office Depot, Inc., the predecessor of The ODP Corporation, implemented a holding company reorganization (the “Reorganization”), which resulted in The ODP Corporation becoming the parent company of, and the successor issuer to, Office Depot, Inc. For purposes of this Annual Report, references to “we,” or the “Company” or its management or business at any period prior to the holding company reorganization (June 30, 2020) refer to Office Depot, Inc. as the predecessor company and its consolidated subsidiaries and thereafter to those of The ODP Corporation and its consolidated subsidiaries, except as otherwise specified or to the extent the context otherwise indicates.

THE COMPANY

The ODP Corporation is a holding company that, through direct and indirect subsidiaries, maintains a fully integrated business-to-business (“B2B”) distribution platform of thousands of dedicated sales and technology service professionals, online presence and 1,154 retail stores, all supported by supply chain facilities and delivery operations. Through our banner brands Office Depot®, OfficeMax®, CompuCom® and Grand & Toy®, as well as others, we offer our customers the tools and resources they need to focus on starting, growing and running their businesses.

We were incorporated in the state of Delaware in 1986 with the name Office Depot, Inc. and opened our first retail store in Fort Lauderdale, Florida on October 9, 1986. Since then, we have become a leading provider of business services and supplies, products and digital workplace technology solutions to small, medium-sized and enterprise businesses.

In March 2020, we completed a holding company reorganization. The reorganization created a new holding company, The ODP Corporation, which became the new parent company of Office Depot, Inc. The Reorganization begins to simplify the Company’s legal entity and tax structure, more closely aligns our operating assets to their respective operating channels within the legal entity structure, and is intended to increase our operational flexibility. For more information about our holding company reorganization, see the section entitled “Overview—Stock Split and Corporate Reorganization” in MD&A of this Annual Report. Our long-term strategy is to grow our B2B business, serve our business customers in the new normal environment, and help to shape the future of work. As part of this strategy, we are optimizing our retail footprint to provide coverage in key areas in the U.S. which will focus on supporting the needs of our business customers. In addition, we are evolving our B2B business to include a new digital procurement platform focused on transforming the B2B procurement and sourcing industry. This strategy to deliver customer-focused value through our integrated B2B distribution platform is founded on three strategic pillars:

TRANSFORM our business	**STRENGTHEN** our core	**DISRUPT** for our future
Develop B2B digital platform	Grow B2B value proposition	Expand product and service offerings
Business services growth	Low cost business model	Supply Chain as a service
Retail optimization	Leverage distribution assets	Analytics Excellence / AI

FISCAL YEAR

Our fiscal year results are based on a 52- or 53-week calendar ending on the last Saturday in December. Fiscal year 2020 had 52 weeks and ended on December 26, 2020. Fiscal year 2019 had 52 weeks and ended on December 28, 2019. Fiscal year 2018 had 52 weeks and ended on December 29, 2018. Certain subsidiaries, including CompuCom (as defined herein), operate on a calendar year basis; however, the reporting difference did not have a material impact on 2020 and the other periods presented.

AVAILABLE INFORMATION

We make available, free of charge, on the “Investor Relations” section of our website, www.officedepot.com, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as soon as reasonably practicable after we electronically file or furnish such materials to the United States Securities and Exchange Commission (“SEC”). The SEC maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers, such as the Company, that file electronically with the SEC. The address of that website is www.sec.gov.

Additionally, our corporate governance materials, including our bylaws, corporate governance guidelines, charters of the Audit, Compensation & Talent, and Corporate Governance & Nominating Committees, and our code of ethical behavior may be found under the “Investor Relations” section of our website, www.officedepot.com.

HOW WE ORGANIZE OUR BUSINESS

At December 26, 2020, our operations are organized into three reportable segments (or "Divisions"): Business Solutions Division, which we also refer to as BSD, Retail Division and CompuCom Division. The CompuCom Division was formed after the acquisition of CompuCom Systems, Inc. ("CompuCom") on November 8, 2017. Additional information regarding our Divisions and operations in geographic areas is presented in MD&A and in Note 5. "Segment Information" in Notes to Consolidated Financial Statements located in Financial Statements and Supplemental Details of this Annual Report.

BUSINESS SOLUTIONS DIVISION

The Business Solutions Division, or BSD, is the largest component of our integrated B2B distribution platform and provides our business customers with nationally branded and private branded office supply products and services, as well as adjacency products and services in the United States, Puerto Rico, the U.S. Virgin Islands, and Canada through a dedicated sales force, catalogs, telesales, and electronically through our Internet websites. Adjacency products primarily include cleaning and breakroom supplies, personal protective equipment, technology and furniture and our service offerings are comprised of copy and print services, product subscriptions, and managed print and fulfillment services. BSD includes the regional office supply distribution businesses we have acquired as part of our strategic transformation described within Our Strategy.

The Business Solutions Division is comprised of two main sales channels: contract and direct.

Our contract sales channel serves business customers including small, medium-sized, and enterprise businesses as well as schools and local, state and national governmental agencies. We also enter into agreements with consortiums to sell to entities across many industries, including government and non-profit entities, in non-exclusive buying arrangements.

Our direct sales channel primarily serves small to medium-sized business customers. Direct business customers can order products through our eCommerce platform, from our catalogs, or by phone. Website functionality provides business customers the convenience of using the loyalty program and offers suggestions by product ratings, pricing, and brand, among other features. Business customer orders are fulfilled through our supply chain. See "Supply Chain" within Our Strategy for additional information on our supply chain network.

In 2020, we continued to build on several initiatives to strengthen the core of our Business Solutions Division, including the following:

- improving our sales efficiency and value proposition with a targeted growth approach utilizing intelligence tools;
- expanding through strategic acquisitions that increase selling resources in the field, stretch our geographical reach, grow our small and medium-sized business customer base, and increase our sales in the aforementioned adjacency categories;
- focus on demand-generation via a shift to digital marketing and investment in our eCommerce platform;
- improve business customer acquisition and retention trends by realigning our sales organization;
- drive sales in our adjacency categories by adding dedicated selling and operational resources;
- partnering with key vendors to add new products to our assortment of offerings; and
- increasing our focus on services, including growing current offerings in technology and print, and identifying new services that complement our existing product and fulfillment capabilities.

RETAIL DIVISION

The Retail Division markets a broad assortment of merchandise through our chain of retail stores throughout the United States, Puerto Rico and the U.S. Virgin Islands. The retail stores operate under both the Office Depot and OfficeMax brands, though systems, processes and offerings have converged. We currently offer nationally branded and private branded office supply products as well as adjacency products such as cleaning and breakroom supplies, personal protective equipment, technology and furniture. See "Merchandising and Services" within Our Strategy for additional information on our product categories. In addition, our Retail Division offers a range of business-related services targeted to small businesses, technology support services as well as printing, copying, mailing and shipping services. The print needs for retail and business customers are also facilitated through our regional print production centers.

At the end of 2020, the Retail Division operated 1,154 retail stores. We have a broad representation across North America with the largest concentration of our retail stores in Texas, California, and Florida. Most of our retail stores are located in leased facilities that currently average over 20,000 square feet. To better serve our customers any way they choose to shop, we have a Buy Online-Pickup in Store ("BOPIS") offering in all locations and offer same-day store delivery in selected markets. Sales under these programs are serviced by store employees and fulfilled with store inventory and therefore are reported in the Retail Division results.

In 2019, we implemented the Business Acceleration Program, a company-wide, multi-year, cost reduction and business improvement program to systematically drive down costs, improve operational efficiencies, and enable future growth investments. In 2020, we implemented the Maximize B2B Restructuring Plan, a restructuring plan to realign our operational focus to support our "business-to-business" solutions and IT services business units and improve costs. The Maximize B2B Restructuring Plan is broader than restructuring programs we have implemented in the past and includes closing retail stores through the end of 2023. Since the implementation of the Business Acceleration Program and the Maximize B2B Restructuring plan, we have closed a total of 153 retail stores as a result of these plans. Refer to Note 3. "Merger and Restructuring Activity" in Notes to Consolidated Financial Statements for additional information.

COMPUCOM DIVISION

The CompuCom Division is a technology service provider supporting the distributed technology needs of enterprise organizations in the United States and Canada. With a vision of connecting people, technology, and the edge with a seamless experience, CompuCom enables enterprise employees to be productive. CompuCom offers a broad range of solutions including technology lifecycle management, end user computing and collaboration, service desk, remote technology monitoring and management, and IT workforce solutions. CompuCom also has more than 6,500 CompuCom technicians to serve extensive small, medium-sized, and large enterprise business customers who require technical support.

OUR CAPITAL

INTELLECTUAL PROPERTY

We currently operate under the brand names Office Depot®, OfficeMax®, CompuCom®, Grand & Toy®, as well as others. We hold trademark registrations and pending applications domestically and worldwide for these operating brands as well as for a wide assortment of private branded products and services including "Office Depot," "TUL®," "Ativa®," "Foray®," "Realspace®," "WorkPro®," "Brenton Studio®," "Highmark®," "Executive Suite®," "Juku®,"and others. We also hold issued patents and pending patent applications domestically and worldwide for certain private branded products, such as shredders, office chairs and writing instruments.

HUMAN CAPITAL MANAGEMENT

As of January 23, 2021, we had approximately 37,000 full-time and part-time employees. We also utilize independent contractors and temporary personnel to supplement our workforce. Our key human capital management objectives are to attract, retain and develop talent to drive on our strategy for long-term success.

Our Board of Directors provides oversight on certain human capital management matters, including through its Compensation & Talent Committee, which is responsible for overseeing and providing perspective on our strategies and policies including with respect to diversity and inclusion, pay equity, recruiting, retention, training and development, and workplace environment and safety consistent with our culture, objectives and strategy.

We have a demonstrated history of investing in our workforce through comprehensive and competitive compensation and benefits, and a focus on employee health and wellbeing.

During the COVID-19 pandemic, and based upon the guidance of the U.S. Centers for Disease Control and local health authorities, we have put appropriate measures in place to help reduce the spread of infection to our employees and customers, including the institution of social distancing protocols and increased frequency of cleaning and sanitizing in our facilities. Since March 2020, employees who are able to, have been working from home, with only essential employees in our retail stores, customer support and distribution centers working on-site at our facilities, as well as technicians and field support on-site at customer locations, as necessary. We have also limited employee business travel to only essential business needs.

OUR STRATEGY

STRATEGIC TRANSFORMATION

Since 2017, we have been undergoing a strategic business transformation to pivot ODP into an integrated B2B distribution platform, with the objective of expanding our product offerings to include value-added services for our customers and capture greater market share. As part of this transformation, we are evolving our B2B business to include a new digital procurement platform focused on transforming the B2B procurement and sourcing industry. In connection with our development efforts in this area, in January 2021, we acquired BuyerQuest Holdings, Inc. (“BuyerQuest”), a business services software company with an eProcurement platform. Also, on January 19, 2021, our Board of Directors announced that as a result of a business review of CompuCom, management has initiated a process to explore a value-maximizing sale of our CompuCom Division to maximize CompuCom’s full potential and drive forward its future value and success.

We continue to expand our reach and distribution network through acquisitions of profitable regional office supply distribution businesses, serving small and mid-market customers. Many of these customers are in geographic areas that were previously underserved by our network. This has allowed for an effective and accretive means to expand our distribution reach, target new business customers and grow our offerings beyond traditional office supplies.

The operating results of the acquired office supply distribution businesses are combined with our operating results subsequent to their purchase dates and are included in our Business Solutions Division. Refer to Note 2. “Acquisitions” in Notes to Consolidated Financial Statements for additional information.

SUPPLY CHAIN

We operate a network of distribution centers (“DCs”) and crossdock facilities across the United States, Puerto Rico, and Canada, including three DCs which support the operations of CompuCom. Our DCs fulfill customer orders, while crossdocks are smaller flow-through facilities where merchandise is sorted for distribution and shipped to fulfill the inventory needs of our retail locations. Our supply chain operations are also supported by a dedicated fleet of over 1,000 transportation vehicles. With our network of DCs, crossdocks, and vehicles, we are capable of providing next-day delivery services for approximately 98.5% of the population in the United States.

We continue to invest in our supply chain network, focusing on further enhancing our capabilities, increasing efficiency and lowering our costs. For example, we have grown our private fleet of transportation vehicles and introduced automated technology and robotics into our DCs and crossdock facilities. These investments position us to pursue opportunities beyond our traditional business, including utilizing our supply chain as a logistics service for third parties, including our customers.

Excluding the three DCs supporting the CompuCom operations, DC and crossdock facilities’ costs, such as real estate, technology, labor, depreciation and inventory are allocated to the Business Solutions and Retail Divisions based on the relative services provided. For the three DCs supporting the CompuCom operations, these costs are included within the CompuCom Division.

We believe that inventory held in our DCs is at levels sufficient to meet current and anticipated customer needs. Certain purchases are sent directly from the manufacturer, industry wholesaler or other primary supplier to our customers or retail stores. Some supply chain facilities and some retail locations also house sales offices, showrooms, and administrative offices supporting our contract sales channel.

As of December 26, 2020, we operated a total of 71 DCs and crossdock facilities in the United States and Canada. Refer to “Properties” within Other Key Information for more details.

Out-bound delivery and inbound direct import operations are currently provided by third-party carriers along with our own vehicles.

MERCHANDISING AND SERVICES

Our merchandising and services strategy is to meet our customers’ needs by offering a broad selection of nationally branded office supply and adjacency products, as well as our own private branded products and services. The selection of our private branded products has increased in breadth and level of sophistication over time. We currently offer products under such labels, including Office Depot®, OfficeMax®, Foray®, Ativa®, TUL®, Realspace®, WorkPro®, Brenton Studio®, Highmark®, and Grand & Toy®.

We generally classify our product offerings into three categories: (1) supplies, (2) technology, and (3) furniture and other. The supplies category includes products such as paper, writing instruments, office supplies, cleaning and breakroom supplies, and personal protective equipment. The technology category includes products such as toner and ink, printers, computers, tablets and accessories, and electronic storage. The furniture and other category includes products such as desks, seating, and luggage.

We classify our service offerings into two categories: (1) technology and (2) copy, print, and other. The technology category includes the technology service offerings provided through our CompuCom Division, such as technology lifecycle management, end user computing and collaboration, service desk, remote technology monitoring and management, and IT workforce solutions, as well as technology service offerings provided in our retail stores, such as equipment installation and repair. The copy, print, and other category includes offerings such as printing of business cards, banners, documents and promotional products, copying and photo services, managed print and fulfillment services, product and service subscriptions, and sales of third party software, gift cards, warranties, remote support as well as rental income on operating lease arrangements where the Company conveys to its customers the right to use devices and other equipment for a stated period.

Total Company sales by offering were as follows:

	2020	2019	2018
Major products and services categories			
Products			
Supplies	**40.7%**	43.7%	42.7%
Technology	**32.8%**	30.2%	31.5%
Furniture and other	**12.8%**	11.0%	10.4%
Services			
Technology	**6.5%**	6.8%	7.9%
Copy, print, and other	**7.2%**	8.3%	7.5%
Total	**100.0%**	100.0%	100.0%

We buy substantially all of our merchandise directly from manufacturers, industry wholesalers, and other primary suppliers, and source our private branded products from domestic and offshore sources. We enter into arrangements with vendors that can lower our unit product costs if certain volume thresholds or other criteria are met. For additional discussion regarding these arrangements, refer to "Critical Accounting Policies" in MD&A.

We operate separate merchandising functions in the United States and Canada. Each function is responsible for selecting, purchasing, managing the product life cycle of our inventory, and managing pricing for all channels. Organizationally, they are aligned under the same Corporate leadership. In recent years, we have increasingly used global offerings across the regions to further reduce our product cost while maintaining product quality.

We operate a global sourcing office in Shenzhen, China, which allows us to better manage our product sourcing, logistics and quality assurance. This office consolidates our purchasing power with Asian factories and, in turn, helps us to increase the scope of our own branded offerings.

SALES AND MARKETING

We regularly assess consumer shopping behaviors in order to refine our strategy and curate the desired product assortment, shopping environment and purchasing methods. Identifying the most desirable and effective way to reach our customers and allowing them to shop through whichever channel they prefer will continue to be a priority. These efforts have impacted the extent, format and vehicles we use to advertise to and reach customers, our web page design, promotions and product offerings.

Our marketing programs are designed to create and capture demand, drive frequency of customer visits, increase customer spend across product lines, and build brand awareness. We have shifted a meaningful amount of our marketing efforts in recent periods to digital programs that increase demand generation, enhance audience targeting and include the use of social media platforms and digital videos. We also continue to advertise through traditional outbound marketing vehicles such as e-mail, direct mail and catalogues.

Our customer loyalty and other incentive programs provide our customers with rewards that can be applied towards future purchases or other incentives. These programs enable us to effectively market to our customers and may change as customer preferences shift.

We perform periodic competitive pricing analyses to monitor each market, and prices are adjusted as necessary to further our competitive positioning. We generally target our pricing to be competitive with other resellers of office products and providers of business services and technology solutions.

Our customer acquisition efforts regularly shift to vehicles and formats found to be most productive for reaching the targeted customer. We acquire customers through e-mail and social media campaigns, online affiliate connections, on-premises sales calls, outbound sales calls, and catalogs, among others. No single customer accounted for more than 10% of total consolidated sales or receivables in 2020, 2019 or 2018. Additionally, we believe that none of our business segments is dependent upon a single customer or a few customers, the loss of which would have a material adverse effect in our consolidated results of operations.

SEASONALITY

Our business experiences a certain level of seasonality, with sales generally trending lower in the second quarter, following the "back-to-business" sales cycle in the first quarter and preceding the "back-to-school" sales cycle in the third quarter and the holiday sales cycle in the fourth quarter for our Business Solutions and Retail Divisions. Our CompuCom Division generally does not experience notable seasonality. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted our operations and financial position when compared to other periods. During 2020, the timing and duration of our back-to business and back-to-school sales cycles were impacted by the COVID-19 pandemic. Refer to "Recent Developments" in MD&A for additional information.

INDUSTRY AND COMPETITION

We operate in a highly competitive environment. Our Business Solutions and Retail Divisions compete with office supply stores, wholesale clubs, discount stores, mass merchandisers, online retailers, food and drug stores, computer and electronics superstores and direct marketing companies. These companies compete with us in substantially all of our current markets. Increased competition in the office products markets, together with increased advertising, and Internet-based search tools, has heightened price awareness among end-users. Such heightened price awareness has led to sales and margin pressure on our office products categories and has impacted our results. In addition to price, we also compete based on customer service, the quality and extent of product selection and convenience. Other office supply retail companies market similarly to us in terms of store format, pricing strategy, product selection and product availability in the markets where we operate. Some of our competitors are larger than us and have greater financial resources, which provide them with greater purchasing power, increased financial flexibility and more capital resources for expansion and improvement, which may enable them to compete more effectively. We anticipate that in the future we will continue to face high levels of competition from these companies.

We believe our robust field sales forces, dedicated customer service associates and the efficiency and convenience for our customers from our combined contract and direct sales distribution channels position our Business Solutions Division well to compete with other business-to-business office products distributors.

We believe our Retail Division competes favorably against competitors based on convenience, location, the quality of our customer service, our store layouts, the range and depth of our merchandise offering and our pricing.

Our CompuCom Division operates in an environment that is highly competitive, rapidly evolving and subject to shifting client needs and expectations. We compete with companies that provide IT services and outsourcing, as well as companies that sell IT related products. We believe that the principal competitive factors in our business include technical expertise, geographic reach, and the ability to provide compelling solutions to meet the needs of end users and distributed technology. We believe our CompuCom Division successfully competes based on the quality of our customer service, the geographic reach of our services, and the breadth of our offerings.

ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG)

We recognize the increasing importance of sustainability and ESG issues and seek to integrate sustainability considerations into our business strategies and practices, products, services, thought leadership and operations. While the environmental and social aspects help us lower emissions, capture community impacts, and quantify other metrics, they ultimately impact our success by creating greater business value. We believe that sustainability plays an essential role in our success, our industry and our communities, now and for future generations. We have made substantial progress on our sustainability goals and operational improvements from 2018, including reduction in greenhouse gas emissions, energy reduction and community investment, which are all highlighted in our 2020 Corporate Sustainability Report. Our governance model also includes Board oversight of our Sustainability Program through the Corporate Governance and Nominating Committee.

As both a significant user and seller of paper products, we have developed environmental practices that are values-based and market-driven. Our environmental initiatives center on three guiding principles: (1) recycling and pollution reduction; (2) sustainable forest management; and (3) issue awareness and market development for environmentally preferable products. We offer thousands of different products containing recycled content and technology recycling services. We have adopted a "cradle to grave" approach with our products and services and offer several high-quality, long-lasting products with reduced life cycle costs, and when those products have met the end of their useful life, we assist with the correct disposal in an environmentally responsible way.

ODP continues to implement environmental programs in line with our stated environmental policy to "buy greener, be greener and sell greener" — including environmental sensitivity in our packaging, operations and sales offerings. We have been commended for our leadership position for our facility design, recycling efforts, and 'green' product offerings. Additional information on our green product offerings can be found at www.officedepot.com/buygreen.

We are subject to a variety of environmental laws and regulations related to historical OfficeMax operations of paper and forest products businesses and timberland assets. We record environmental and asbestos liabilities, and accrue losses associated with these obligations, when probable and reasonably estimable. We record a separate insurance recovery receivable when considered probable. Refer to "Legal Proceedings" within Other Key Information for more details.

WHO MANAGES OUR BUSINESS

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

The following information is provided regarding the executive officers of ODP.

Gerry P. Smith — Age: 57

Mr. Smith was appointed to serve as our Chief Executive Officer and a Director in February 2017. Prior to joining us and since 2016, Mr. Smith was at Lenovo Group Limited ("Lenovo") and previously served as Lenovo's Executive Vice President and Chief Operating Officer since 2016 where he was responsible for all operations across Lenovo's global product portfolio. Prior to assuming this role, also in 2016, Mr. Smith was Executive Vice President and President, Data Center Group. From 2015 to 2016, he served as Chief Operating Officer of the Personal Computing Group and Enterprise Business Group, and from 2013 to 2015 he served as President of the Americas. In these roles, Mr. Smith oversaw Lenovo's fast-growing enterprise business worldwide and Lenovo's overall business in the America's region. Prior to that, Mr. Smith was President, North America and Senior Vice President, Global Operations of Lenovo from 2012 to 2013, and Senior Vice President of Global Supply Chain of Lenovo from 2006 until 2012 where he was responsible for end-to-end supply chain management. Prior to Lenovo, Mr. Smith held a number of executive positions at Dell Inc. from 1994 until 2006, as the company became a global leader in personal computers. Since August 2020, he serves on the Board of Directors of Arrow Electronics, Inc. and is a member of its Corporate Governance Committee.

N. David Bleisch — Age: 61

Mr. Bleisch was appointed to serve as our Executive Vice President, Chief Legal & Administrative Officer in May 2020. Previously he served as Executive Vice President, Chief Legal & Administrative Officer and Corporate Secretary from January 2018 to May 2020, and served as Executive Vice President, Chief Legal Officer and Corporate Secretary from September 2017 to January 2018. Prior to joining us, Mr. Bleisch was Senior Vice President and Chief Legal Officer for The ADT Corporation ("ADT") from September 2012 through May 2016, where he managed the legal, environmental, health and safety, government affairs and corporate governance matters. Prior to assuming this role, Mr. Bleisch served in several leadership roles at Tyco International before being appointed Vice President and General Counsel of Tyco Security Solutions. Before joining Tyco, Mr. Bleisch was Senior Vice President, General Counsel and Corporate Secretary of The LTV Corporation. Before LTV, Mr. Bleisch was a partner with Jackson Walker LLP. He currently serves on the Board of Directors for the Education Foundation of Palm Beach County.

John W. Gannfors — Age: 55

Mr. Gannfors was appointed to serve as our Executive Vice President, Chief Merchandising and Supply Chain Officer in August 2018. Previously Mr. Gannfors served as Executive Vice President, Transformation, Strategic Sourcing and Supply Chain from July 2017 to August 2018, and as our Executive Vice President, Transformation and Strategic Sourcing when he joined the Company in April 2017. Prior to joining us, Mr. Gannfors served as Chief Procurement Officer at Lenovo, where he spent nearly ten years. Prior to assuming this role, Mr. Gannfors served in various leadership roles at Dell Inc. Mr. Gannfors began his career in Product Management at Lockheed Martin's Calcomp division and Definicon Systems.

Terry Leeper — Age: 56

Mr. Leeper was appointed to serve as our Executive Vice President, Chief Technology Officer in July 2020. Prior to joining us, Mr. Leeper most recently served as Head of Product and Tech of Amazon Business from 2014 to 2020, and previously served as Director of Software Development for Amazon's Retail Systems Platforms from 2011 to 2014. Prior to joining Amazon in 2011, Mr. Leeper was with Microsoft from 1999 to 2011, where he held positions of Director Platform Strategy in the United Kingdom and Director of Developer Division in China.

Kevin Moffitt — Age: 47

Mr. Moffitt was appointed to serve as our Executive Vice President, Chief Retail Officer in November 2018. Previously, Mr. Moffitt served as our Senior Vice President, Chief Retail Officer from January 2018 to November 2018; Senior Vice President, Chief Digital Officer in 2017; Senior Vice President, eCommerce & Direct Business Unit Leader from 2016 to 2017; and as our Vice President, eCommerce Product Management and Customer Experience from 2012 to 2016. Prior to joining us, he held several leadership roles at Dillard's Department Stores, Circuit City Stores and Putnam Investments.

Stephen M. Mohan — Age: 44

Mr. Mohan was appointed to serve as our Executive Vice President, Business Solutions Division in May 2019. Prior to joining us, Mr. Mohan served as Senior Vice President of Sales and Marketing, North American Transportation at XPO Logistics, Inc., a transportation and logistics company, from October 2017 to May 2019. Prior to joining XPO Logistics, Mr. Mohan served as Executive Vice President and Chief Sales Officer at Clean Harbors, an environmental, energy and industrial services company, from October 2016 to February 2017 and Senior Vice President, Field Sales for Republic Services, Inc., a waste collection and energy services company, from December 2013 to September 2016 and as Vice President, Sales from September 2009 to December 2013. His career began in 1999 at Reed Business Information, where he led acquisition and management of a large account portfolio for a leading provider of data and business information solutions.

D. Anthony Scaglione — Age: 48

Mr. Scaglione was appointed to serve as our Executive Vice President, Chief Financial Officer in July 2020. Prior to joining the Company, Mr. Scaglione served as Executive Vice President and Chief Financial Officer at ABM Industries Incorporated ("ABM"), where he was responsible for all financial, M&A, IT, tax, enterprise services and procurement functions from 2015 to 2020. Mr. Scaglione joined ABM as Vice President & Treasurer in 2009, and was Senior Vice President, Treasurer, Mergers & Acquisitions from 2012 to 2015. Prior to joining ABM, Mr. Scaglione held executive finance positions at CA Technologies from 2005 to 2009. Prior to CA Technologies, Mr. Scaglione served as a manager with Ernst & Young from 2001 to 2005.

John "Mick" Slattery — Age: 52

Mr. Slattery was appointed to serve as our President, CompuCom Division in June 2019. Mr. Slattery has nearly 30 years of experience in the technology-enabled business services space, and most recently served as the Chief Executive Officer of Conduent Transportation LLC, a division of Conduent, Inc., a technology-led business process services company. Prior to joining Conduent in 2018, Mr. Slattery was a founding executive team member of Avanade, Inc., a global professional services company providing IT consulting and services and was formed as a joint venture between Accenture plc and Microsoft Corporation. During his 17-year career with Avanade, Mr. Slattery served in a series of roles with increasing levels of responsibility, and ultimately served as President, North America. Prior to joining Avanade, Mr. Slattery served as Associate Partner, Communications & High Tech at Accenture plc.

OTHER KEY INFORMATION

RISK FACTORS

In addition to risks and uncertainties in the ordinary course of business that are common to all businesses, important factors that are specific to us and our industry could materially impact our business, financial condition, results of operations, cash flows and future performance and results. You should carefully consider the risks described below in our subsequent periodic filings with the SEC. The following risk factors should be read in conjunction with MD&A and Notes to Consolidated Financial Statements of this Annual Report.

Risks Related to Our Industry and Macroeconomic Conditions

Our business, results of operations and financial performance have been and will continue to be adversely affected by the ongoing COVID-19 pandemic and related social distancing and stay-at-home requirements implemented worldwide, which could materially affect our future results.

On March 11, 2020, the World Health Organization declared the current outbreak of COVID-19 a global pandemic. In response to this declaration and with the rapid wide spread of COVID-19 globally and throughout the United States, federal, state and local authorities have declared states of emergency and imposed varying degrees of restrictions on social and commercial activities, including travel bans and curfews, in order to promote social distancing in an effort to prevent and slow the spread of the disease. The preventative measures taken by federal, state and local authorities to contain or mitigate the COVID-19 outbreak have caused, and are continuing to cause, business slowdowns or shutdowns in affected areas and significant disruption in the financial markets both globally and in the United States, which have led to a decline in discretionary spending by consumers, and in turn have adversely impacted our business, sales, financial condition and results of operations. Beginning towards the end of the second quarter of 2020, some states and local jurisdictions started to phase out restrictions imposed on commercial activities at varying degrees; however, a resurgence of COVID-19 in certain parts of the United States could result in restrictions being reinstated. As a result of the COVID-19 pandemic, we have temporarily closed certain offices (including our corporate headquarters) and implemented certain business travel restrictions, both of which have changed how we currently operate our business. Currently, some of our employees are working remotely, and an extended period of remote work arrangements has and could continue to strain our business continuity plans and introduce operational risk, including but not limited to cybersecurity risks. While we have not experienced a material cybersecurity incident in connection with our current remote work arrangements, we could in the future. We are monitoring the impact of the COVID-19 pandemic on all aspects of our business, including how it is and will continue to impact our customers, employees, suppliers, vendors, business partners and distribution channels. The COVID-19 pandemic has created significant volatility, uncertainty and economic disruption, which has and will continue to adversely affect our business operations and may materially and adversely affect our results of operations, cash flows and financial position.

We are unable to predict the duration or severity of the COVID-19 pandemic. However, the longer it continues, we will continue experiencing volatility in consumer and business demand and corresponding declining sales patterns. For example, since the second quarter of 2020, the promotion of social distancing and government restrictions on social and commercial activities decreased foot traffic in our stores. Additionally, we have experienced, and will continue to experience, reduced demand for our technology and IT workforce solutions from our enterprise business customers as a result of declining financial performance of such customers, lower demand, cancellations, reductions, revised payment terms, and requests to delay the start of service delivery. In addition, a weaker U.S. economy, higher unemployment, and continuation of remote work and school arrangements will materially impact consumer spending. Decreased foot traffic at our stores and declining financial performance of our business customers has and will continue to adversely impact future sales.

In addition, we have incurred and will continue to incur additional costs to maintain the health of our customers and employees, which may be significant, as we continue to implement additional operational changes in response to the COVID-19 pandemic. COVID-19 has also caused disruption in our supply chain which has resulted in higher supply chain costs to replenish inventory in our retail stores and distribution centers, and increased delivery costs as we shift from less commercial to more residential deliveries. The increased costs in our supply chain are likely to continue. Furthermore, we have experienced restricted product availability in certain categories, and while we have significantly increased our purchases across many categories, including new product categories, we have faced and may continue to face delays or difficulty sourcing certain products. In addition, we may fail to adequately identify certain regulatory requirements for new products which could negatively impact us.

The extent to which the COVID-19 pandemic impacts us will depend on numerous evolving factors and future developments that we are not able to predict, including: the severity and duration of the disease; recurrence of the outbreak; the possibility of a resulting global or regional economic downturn or recession; governmental, business and other actions, including any future government stimulus programs; the speed at which effective vaccines will be distributed and administrated to a sufficient number of people to help control the spread of the virus; the duration of social distancing and shelter-in-place orders affecting foot traffic in our stores; the impacts on our supply chain, including impacts to our distribution and logistics providers' ability to operate or increases in their operating costs, which have and may continue to have an adverse effect on our ability to meet customer demand and has resulted and could continue to result in an increase in our costs of production and distribution, including increased freight and logistics costs and other expenses; disruption to our third-party manufacturing partners and other vendors, including through effects of facility closures, reductions in operating hours and work force, and real time changes in operating procedures, including for additional cleaning and disinfection procedures; the impact of the pandemic on economic activity; customer reduction in workforce and furloughs; the extent and duration of the effect on consumer confidence and spending, customer demand and buying patterns including spending on discretionary categories; the effects of additional store closures or other changes to our operations; the health of and the effect on our workforce and our ability to meet staffing needs in our stores, distribution facilities, and other critical functions, particularly members of our work force who have been quarantined as a result of exposure; any impairment in value of our tangible or intangible assets which could be recorded as a result of weaker economic conditions; and the potential effects on our internal controls including those over financial reporting as a result of changes in working environments such as shelter-in-place and similar orders that are applicable to our employees and business partners, among others. In addition, if the pandemic continues to create disruptions or turmoil in the credit or financial markets, it could adversely affect our ability to access capital on favorable terms and continue to meet our liquidity needs, all of which are highly uncertain and cannot be predicted.

In addition, we cannot predict the impact that COVID-19 will have on our customers, employees, suppliers, vendors, other business partners, and each of their financial conditions; however, any material effect on these parties could adversely impact us. The impact of COVID-19 may also exacerbate other risks discussed in this section, any of which could have a material effect on us. The situation surrounding COVID-19 remains fluid and additional impacts may arise that we are not aware of currently.

Our business is highly competitive and failure to adequately differentiate ourselves or respond to shifting consumer demands could continue to adversely impact our financial performance.

The office products market is highly competitive and we compete locally, domestically and internationally with office supply resellers, including Staples, Internet-based companies such as Amazon.com, mass merchandisers such as Wal-Mart and Target, wholesale clubs such as Costco, Sam's Club and BJs, computer and electronics superstores such as Best Buy, food and drug stores, discount stores, and direct marketing companies. Some competitors may offer a broader assortment of products or have more extensive e-commerce channels, while others have substantially greater financial resources to devote to sourcing, marketing and selling their products. The ability of consumers to compare prices on a real-time basis using digital technology puts additional pressure on us to maintain competitive pricing. In addition, consumers are utilizing more technology and purchasing less paper, ink and toner, physical file storage and general office supplies. In order to achieve and maintain expected profitability levels, we must continue to grow by adding new customers and taking market share from competitors. If we are not able to compete effectively, it could negatively affect our business and results of operations.

The retail sector continues to focus on delivery services, with customers increasingly seeking faster, guaranteed delivery times and low-price or free shipping. Our ability to be competitive on delivery times and delivery costs depends on many factors, and our failure to successfully manage these factors and offer competitive delivery options could negatively impact the demand for our products and our profit margins. Because our business strategy is based on offering superior levels of customer service and a full range of services to complement the products we offer, our cost structure might be higher than some of our competitors, and this, in conjunction with price transparency, could put pressure on our margins.

In addition, the CompuCom Division operates in an environment that is highly competitive, rapidly evolving and subject to shifting client needs and expectations. We compete with companies that provide IT services and outsourcing, as well as companies that sell IT related products. If we are unable to: (i) provide technology solutions and services that meet consumer needs; (ii) continuously provide products and services that are up-to-date and among the latest trends in the rapidly changing technological environment; (iii) differentiate ourselves from other providers who offer similar products and services; and (iv) effectively compete, our sales and financial performance could be negatively impacted.

Our quarterly operating results are subject to fluctuation due to the seasonality of our business.

Our business, except for CompuCom, experiences a certain level of seasonality with sales generally trending lower in the second quarter, following the "back-to-business" sales cycle in the first quarter and preceding the "back-to-school" sales cycle in the third quarter and the holiday sales cycle in the fourth quarter. As a result, our operating results have fluctuated from quarter to quarter in the past, with sales and profitability being generally stronger in the second half of our fiscal year than the first half of our fiscal year. Factors that could also cause these quarterly fluctuations include: the pricing behavior of our competitors; the types and mix of products sold; the level of advertising and promotional expenses; severe weather; global pandemic; macroeconomic factors that affect consumer confidence and spending; and the other risk factors described in this section. Most of our operating expenses, such as occupancy costs and associate salaries, are not variable, and so short-term adjustments to reflect quarterly results are difficult. As a result, if sales in certain quarters are significantly below expectations, we may not be able to proportionately reduce operating expenses for that quarter, and therefore such a sales shortfall would have an adverse effect on our net income for the quarter.

Increases in fuel and other commodity prices could have an adverse impact on our earnings.

We operate a large network of retail stores, delivery centers, and delivery vehicles. As such, we purchase significant amounts of fuel needed to transport products to our retail stores and customers as well as shipping costs to import products from overseas. While we may hedge our anticipated fuel purchases, the underlying commodity costs associated with this transport activity is beyond our control and may be volatile. Disruptions in availability of fuel could cause our operating costs to rise significantly to the extent not covered by our hedges and could have a negative impact on our ability to operate our transportation networks. Additionally, other commodity prices, such as paper, may increase and we may not be able to pass along such costs to our customers. Fluctuations in the availability or cost of our energy and other commodity prices could have a material adverse effect on our profitability.

Increased transportation costs and changes in the relationships with independent shipping companies may have an adverse effect on our business.

We rely upon third party carriers for timely delivery of our product shipments. As a result, we are subject to carrier disruptions and increased costs due to factors that are beyond our control, including employee strikes, inclement weather and increased fuel costs. Any failure to deliver products to our customers in a timely and accurate manner may damage our reputation and brand and may cause us to lose customers. If our relationship with any of these third party carriers is terminated or impaired, or if any of these third parties are unable to ship products for us, we would be required to use alternative, and possibly more expensive, carriers for the shipment of products. We may be unable to engage alternative carriers on a timely basis or on terms favorable to us, if at all, which may have an adverse effect on our results of operations, financial condition and cash flows. Changes in shipping terms, or the inability of these third party shippers to perform effectively (whether as a result of mechanical failure, casualty loss, labor stoppage, or any other reason), may have an adverse effect on our results of operations, financial condition and cash flows. Additionally, deterioration of the financial condition of these third-party carriers may have an adverse effect on our shipping costs. Any future increases in shipping rates may have an adverse effect on our results of operations, financial condition and cash flows, particularly if we are unable to pass on these higher costs to our customers.

Macroeconomic conditions have had and may continue to adversely affect our business and financial performance.

Our operating results and performance depend significantly on economic conditions and their impact on business and consumer spending. In the past, the decline in business and consumer spending has caused our comparable retail store sales to decline from prior periods. Our business and financial performance may continue to be adversely affected by current and future economic conditions, including, without limitation, the level of consumer debt, high levels of unemployment, higher interest rates and the ability of our customers to obtain credit, which may cause a continued or further decline in business and consumer spending.

Catastrophic events could adversely affect our operating results.

The risk or actual occurrence of various catastrophic events could have a material adverse effect on our financial performance. Such events may be caused by, for example:

- natural disasters or extreme weather events such as hurricanes, tornadoes, floods and earthquakes;
- diseases, epidemics or pandemics that may affect our employees, customers or partners;
- floods, fire or other catastrophes affecting our properties;
- terrorism, civil unrest or other conflicts; or
- extended power outages.

Such events can adversely affect our business continuity, our work force and prevent employees and customers from reaching our retail stores and properties and can disrupt or disable portions of our supply chain and distribution network. They can also affect our information systems, resulting in disruption to various aspects of our operations, including our ability to transact with customers and fulfill orders. As a consequence of these or other catastrophic events, we may endure interruption to our operations or losses of property, equipment or inventory, which would adversely affect our revenue and profitability. For example, hurricanes can disrupt operations in the southeastern United States where a heavy concentration of our customers are located, and negatively impact sales in both our Business Solutions and Retail Divisions.

Risks Related to our Business and Operations

Our business could be negatively affected as a result of an unsolicited tender offer.

On January 11, 2021, the Company received a proposal from USR Parent, Inc., the parent company of Staples Inc. and a portfolio company of Sycamore Partners, to acquire 100% of the Company's issued and outstanding stock for $40.00 per share in cash (the "Proposal"). After careful review and consideration of the Proposal and in consultation with our financial and legal advisors, our Board of Directors unanimously concluded that there is a more compelling path forward to create value for the Company and our shareholders than the potential transaction described in the Proposal. In the Proposal, USR Parent, Inc. also stated its intention to commence a public, all-cash tender offer for 100% of the Company's outstanding shares of common stock in March 2021 in the event it is unable to reach a negotiated agreement with the Company.

These events have required us, and may continue to require us, to incur significant legal fees and other expenses, and have required, and may continue to require, significant time and attention by our management and our Board of Directors. Further, any perceived uncertainties among current and potential customers, suppliers, employees and other constituencies as to our future direction as a consequence of these events may result in lost sales and the loss of potential business opportunities and may make it more difficult to attract and retain qualified personnel and business partners. Actions that our Board of Directors has taken, and may take in the future, in response to any offer and related actions by USR Parent, Inc. or any other offer or proposal may result in litigation against us. These lawsuits may be a significant distraction for our management and employees and may require us to incur significant costs. Moreover, if determined adversely to us, these lawsuits could harm our business and have a material adverse effect on our results of operations.

We believe the future trading price of our common stock could be subject to wide price fluctuations based on uncertainty associated with the Proposal. If USR Parent, Inc. commences a tender offer, then additional consequences are likely to follow that could have significant adverse effects on our business, operating results or financial condition, the value of our shares of common stock or our shareholders' interests in the Company.

Our Board of Directors has adopted a limited duration stockholder rights agreement, which could delay or discourage a merger, tender offer, or assumption of control of the Company not approved by our Board of Directors.

On May 5, 2020, our Board of Directors adopted a limited duration stockholder rights plan, which was amended and restated in its entirety in connection with the Reorganization on June 30, 2020 (as amended, the "Rights Plan") with an expiration date of May 4, 2021 and an ownership trigger threshold of 10%, subject to certain exceptions. In connection with the Rights Plan, our Board of Directors authorized and declared a dividend to shareholders of record at the close of business on May 21, 2020 of one preferred share purchase right (a "Right") for each outstanding share of our common stock.

The Rights Plan is intended to enable all of our shareholders to realize the full potential value of their investment in the Company and to protect the interests of the Company and its shareholders by reducing the likelihood that any person or group gains control of the Company through open market accumulation or other tactics without paying an appropriate control premium. The Rights Plan could render more difficult, or discourage, a merger, tender offer, or assumption of control of the Company that is not approved by our Board of Directors, even if such a transaction would be beneficial to our shareholders. These deterrents could adversely affect the price of our common stock. The Rights Plan, however, should not interfere with any merger, tender or exchange offer or other business combination approved by our Board of Directors.

Our focus on services exposes us to certain risks that could have a material adverse impact on our revenue and profitability as well as our reputation.

Our transformation into a more business services-driven platform that delivers a full range of services complements our product offerings, including consultation, design, delivery, installation, set-up, protection plans, repair, and technical support. These services can differentiate us from many of our competitors and provide an opportunity to deliver superior customer service while generating additional revenue and profit. However, designing, marketing and executing these services successfully and consistently is subject to risks. These risks include, for example:

- increased labor expense to fulfill our customer promises, which may be higher than the related revenue;
- unpredictable failure rates and related expenses;

- employees in transit using company vehicles to deliver products or services to customers; these factors may increase our scope of liability related to our employees' actions; and
- employees having access to customer devices, including the information held on those devices, which may increase our responsibility for the security of those devices and the data they hold.

As customers increasingly migrate to websites and mobile applications to initiate transactions, it is inherently more difficult to demonstrate and explain the features and benefits of our service offerings, which can lead to a lower revenue mix of these services. Our ability to compete successfully depends on our ability to ensure a continuing and timely introduction of innovative new products, services and technologies to the marketplace. If we are unable to pivot into a more business services-driven platform and sell innovative new products, our ability to gain a competitive advantage could be adversely affected.

These expanded risks increase the complexity of our business and places significant responsibility on our management, employees, operations, systems, technical expertise, financial resources, and internal financial and regulatory control and reporting functions. In addition, new initiatives we test through trials and pilots may not scale or grow effectively or as we expected, which could limit our growth and negatively affect our operating results. They may also involve significant laws or regulations that are beyond our current expertise.

If we are unable to successfully refine and execute our business strategies, our operating performance could be significantly impacted.

Our ability to both refine our operating and strategic plans and execute the business activities associated with our refined plans, including cost savings initiatives, could impact our ability to meet our operating performance targets.

Our business strategy also includes making acquisitions and investments that complement our existing business as well as strategic divestitures to maximize value. These acquisitions and investments or divestitures could be unsuccessful or consume significant resources, which could adversely affect our operating results.

Our ability to achieve the benefits we anticipate from acquisitions we make will depend in large part upon whether we are able to leverage the capabilities of the acquired companies to grow revenue across our combined organization, manage the acquired company's business, execute our strategy in an efficient and effective manner and realize anticipated cost synergies. In addition, private companies recently acquired which were previously not subject to Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX"), may lack certain internal controls, which could ultimately affect our ability to ensure compliance with the requirements of SOX.

Because our business and the business of acquired companies may differ operationally, we may not be able to effectively manage or oversee the operations of the acquired company's business smoothly or successfully and the process of achieving expected revenue growth and cost synergies may take longer than expected. If we are unable to successfully manage the operations of the acquired company's business, we may be unable to realize the revenue growth, cost synergies and other anticipated benefits we expect to achieve as a result of the acquisition.

While our business strategy may contemplate divestitures of certain business units, we may not be able to complete these divestitures on terms favorable to us, on a timely basis, or at all. Furthermore, desired or proposed divestitures of business units may not meet all of our strategic objectives or our growth or profitability targets. Our divestiture activities, or related activities such as reorganizations, restructuring programs and transformation initiatives, may require us to recognize impairment charges or to take action to reduce costs that remain after we complete a divestiture. Gains or losses on the sales of, or lost operating income from those businesses may also affect our profitability.

We have retained responsibility for liabilities of acquired companies that may adversely affect our financial results.

OfficeMax sponsors defined benefit pension plans covering certain terminated employees, vested employees, retirees, and some active employees (the "Pension Plans"). The Pension Plans are frozen and do not allow new entrants; however, they are under-funded and we may be required to make contributions in subsequent years in order to maintain required funding levels. Required future contributions could have an adverse impact on our cash flows and our financial results. Additional future contributions to the Pension Plans, financial market performance and Internal Revenue Service ("IRS") funding requirements could materially change these expected payments.

As part of the sale of our business in Europe, we have retained responsibility for the defined benefit plan covering certain employees in the United Kingdom. While the plan was in a net asset position at the end of 2020, changes in assumptions and actual experience could result in that plan being considered underfunded in the future. Additionally, we have agreed to make contributions to the plan as required by the trustees. Financial performance of the plan and future valuation assumptions could materially change the expected payments. In addition, as part of the sale transaction, the purchaser shall indemnify and hold us harmless in connection with any guarantees in place as of September 23, 2016, and given by us in respect of the liabilities or obligations of the European business. Further, if the purchaser wishes to terminate any such guarantee or cease to comply with any underlying obligation which is subject to such a guarantee, the purchaser shall obtain an unconditional and irrevocable release of the guarantee. However, we are contingently liable in the event of a breach by the purchaser of any such obligation.

In connection with OfficeMax's sale of its paper, forest products and timberland assets in 2004, OfficeMax agreed to assume responsibility for certain liabilities of the businesses sold. These obligations include liabilities related to environmental, asbestos, health and safety, tax, litigation and employee benefit matters. Some of these retained liabilities could turn out to be significant, which could have an adverse effect on our results of operations. Our exposure to these liabilities could harm our ability to compete with other office products distributors who would not typically be subject to similar liabilities.

If we are unable to successfully maintain a relevant experience for our customers, our results of operations could be adversely affected.

With the increasing use of digital technology to shop in our retail stores and online, we rely on our omni-channel capabilities to provide a seamless shopping experience to our customers and to keep pace with new developments by our competitors. If we are unable to attract and retain team members or contract third parties with the specialized skills needed to support our omni-channel platforms or are unable to implement improvements to our customer-facing technology in a timely manner, our ability to compete and our results of operations could be adversely affected. In addition, if our website and our other customer-facing technology systems do not function as designed, the customer experience could be negatively affected, resulting in a loss of customer confidence and satisfaction, and lost sales, which could adversely affect our reputation and results of operations.

Moreover, changes in customer preferences have reduced, and may continue to reduce, demand for our products and services in certain markets. If we fail to manage changes in our relationships with our long-term customers, it may have an adverse effect on our financial results.

Many end markets are experiencing changes due to technological progress, an evolving workplace and changes in customer preferences. In order to grow and remain competitive, we will need to continue to adapt to future changes in technology, enhance our existing offerings and introduce new offerings to address the changing demands of customers. If we are unable to continue to utilize new and existing technologies to adapt to new distribution methods and address changing customer preferences, our business may be adversely affected.

Technological developments and changing demands of customers may require additional investment in new equipment and technologies. We must monitor changes in markets and develop new solutions to meet customers' needs, otherwise we may not be able to keep or grow our customer base. The development of such solutions may be costly and there is no assurance that these solutions will be accepted by our customers. If we are unable to adapt to technological changes on a timely basis or at an acceptable cost, customers' demand for our products and services may be adversely affected.

There can be no assurance that our customers will continue to purchase our products in the same mix or quantities or on the same terms as in the past. The loss of or disruptions related to customers may result in a reduction in sales or change in the mix of products we sell to our customers. This may adversely affect our results of operations, financial condition and cash flows. Additionally, disputes with significant suppliers, including those related to pricing or performance, may adversely affect our ability to supply products to our customers and also our results of operations, financial condition and cash flows.

We have incurred significant impairment charges and we continue to incur impairment charges.

We regularly assess past performance and make estimates and projections of future performance at an individual store and reporting unit level. Reduced sales, our shift in strategy to be less price promotional, as well as competitive factors and changes in consumer spending habits resulted in a downward adjustment of anticipated future cash flows for the individual retail stores that resulted in the impairment. We continue to foresee challenges in the market and economy that could adversely impact our operations. To the extent that forward-looking sales and operating assumptions are not achieved and are subsequently reduced, or if we implement the more aggressive store downsizing strategy contemplated by our Maximize B2B Restructuring, including allocating capital to further modify store formats, additional impairment charges may result. We have also recognized impairment charges on retail store related assets, including operating lease right-of-use ("ROU") assets, that were deemed unrecoverable based on the Comprehensive Business Review and the Business Acceleration Program. Additional asset impairments may be recognized based on future decisions and conditions.

Changes in the numerous variables associated with the judgments, assumptions and estimates we make, in assessing the appropriate valuation of our goodwill and other intangible assets of our reporting units, including changes resulting from macroeconomic, or disposition of components within reporting units, could in the future require a reduction of goodwill and recognition of related non-cash impairment charges. If we were required to further impair our store assets, our goodwill or intangible assets of our reporting units, it could have a material adverse effect on our business and results of operations.

In addition, if we experience a decline in our market capitalization in the future, and if the decline becomes sustained or future declines in macroeconomic factors or business conditions occur, we could incur impairment charges in future periods.

Our failure to effectively manage our real estate portfolio may negatively impact our operating results.

Effective management of our real estate portfolio is critical to our omni-channel strategy. Most of our properties are subject to long-term leases. As such, it is essential that we effectively evaluate a range of factors that may influence the success of our long-term real estate strategy. Such factors include but are not limited to:

- changing patterns of customer consumption and behavior, particularly in light of an evolving omni-channel environment;
- the appropriate number of retail stores in our portfolio;
- the formats and sizes of our retail stores;
- the locations of our retail stores;
- the interior layouts of our retail stores;
- the trade area demographics and economic data of each of our retail stores;
- the local competitive positioning in and around our retail stores;
- the primary term lease commitment for each retail store;
- the long-term lease option coverage for each retail store;
- the occupancy cost of our retail stores relative to market rents;
- our supply chain network strategy; and
- our ongoing network of service locations.

The consequences for failure to effectively evaluate these factors or negotiate appropriate terms or anticipate changes could include:

- having to close retail stores and abandon the related assets, while retaining the financial commitments of the leases;
- incurring significant costs to remodel or transform our retail stores;
- having retail stores, supply chain or service locations that no longer meet the needs of our business; and
- bearing excessive lease expenses.

These consequences could have a materially adverse impact on our profitability, cash flows and liquidity.

For leased property, the financial impact of exiting a location varies greatly depending on, among other factors, the terms of the lease, the condition of the local real estate market, demand for the specific property, our relationship with the landlord and the availability of potential sub-lease tenants. It is difficult for us to influence some of these factors, and the costs of exiting a property can be significant. In addition to rent, we are still responsible for the maintenance, taxes, insurance and common area maintenance charges for vacant properties until the lease commitment expires or is terminated. Similarly, when we enter into a contract with a tenant to sub-lease property, we usually retain our obligations as the master lessor. This leaves us at risk for any remaining liability in the event of default by the sub-lease tenant.

We do a significant amount of business with government entities, various purchasing consortiums, and through sole- or limited- source distribution arrangements, and loss of this business could negatively impact our results.

One of our largest customer groups consists of various governmental entities, government agencies and non-profit organizations, such as purchasing consortiums. Contracting with U.S. state and local governments is highly competitive, subject to federal and state procurement laws, requires more restrictive contract terms and can be expensive and time-consuming. Violations of these laws and regulations could result in fines, criminal sanctions, the inability to participate in existing or future government contracting and other administrative sanctions. Any such penalties could result in damage to the Company's reputation, increased costs of compliance and/or remediation and could adversely affect the Company's financial condition and results of operations. Moreover, bidding on government contracts often requires that we incur significant upfront time and expense without any assurance that we will win a contract. Our ability to compete successfully for and retain business with federal, state and local governments is highly dependent on cost-effective performance. Our business with governmental entities and agencies is also sensitive to changes in national and international priorities and their respective budgets, which in the current economy continue to decrease.

We also service a substantial amount of business through agreements with purchasing consortiums and other sole- or limited-source distribution arrangements. If we are unsuccessful in retaining these customers, or if there is a significant reduction in sales under any of these arrangements, it could adversely impact our business and results of operations.

Failure to attract and retain qualified personnel could have an adverse impact on our business.

Our performance is highly dependent on attracting, retaining and engaging appropriately qualified employees in our retail stores, service centers, distribution centers, field and corporate offices. The market for qualified employees, with the right talent and competencies, is highly competitive. Factors that affect our ability to maintain sufficient numbers of qualified employees include employee morale, our reputation, unemployment rates, competition from other employers, availability of qualified personnel and our ability to offer appropriate compensation and benefits packages. We operate in a competitive labor market and there is a risk that market increases in compensation and benefits costs could have a material adverse effect on our profitability. Failure to recruit or retain qualified employees, and the inability to keep our supply of skills and resources in balance with customer demand, may impair our efficiency and effectiveness, our ability to pursue growth opportunities and adversely affect our results of operations. In addition, a significant amount of turnover of our executive team or other employees in key positions with specific knowledge relating to us, our operations and our industry, may negatively impact our operations.

We depend on our executive management team and other key personnel, and the inability to recruit and retain certain personnel could adversely affect our performance and result in the loss of management continuity and institutional knowledge.

Although certain members of our executive team have entered into agreements relating to their employment with us, most of our key personnel are not bound by employment agreements, and those with employment or retention agreements are bound only for a limited period of time. If we are unable to retain our key personnel, we may be unable to successfully develop and implement our business plans, which may have an adverse effect on our business and results of operations.

Failure to maintain our reputation and brand at a high level, may adversely impact our financial performance.

Effective marketing efforts play a crucial role in maintaining attracting new customers and retain existing customers. Failure to execute effective marketing efforts or misjudgment of consumer responses to our existing or future promotional activities, may adversely impact our financial performance.

Failure to detect, prevent, or mitigate issues that might give rise to reputational risk or failure to adequately address negative publicity or perceptions could adversely impact our reputation, business, results of operations, and financial condition. Issues that might pose a reputational risk include an inability to achieve our omni-channel goals, including providing an e-commerce and delivery experience that meets the expectations of consumers; failure of our cyber-security measures to protect against data breaches; product liability and product recalls; our social media activity; failure to comply with applicable laws and regulations; and any of the other risks enumerated in these risk factors. In addition, information concerning us, whether or not true, may be instantly and easily posted on social media platforms at any time, which information may be adverse to our reputation or brand. The harm may be immediate without affording us an opportunity for redress or correction. If our reputation or brand is damaged, our customers may refuse to continue shopping with us, potential employees may be unwilling to work for us, business partners may be discouraged from seeking future business dealings with us and, as a result, our operations and financial results may suffer.

Our exclusive brand products are subject to several additional product, supply chain and legal risks that could affect our operating results.

In recent years, we have substantially increased the number and types of products that we sell under our own brands including Office Depot®, OfficeMax® and other proprietary brands. While we have focused on the quality of our proprietary branded products, we rely on third parties to manufacture these products. Such third-party manufacturers may prove to be unreliable, the quality of our globally sourced products may vary from our expectations and standards, such products may not meet applicable regulatory requirements which may require us to recall those products, or such products may infringe upon the intellectual property rights of third parties. Moreover, as we seek indemnities from the manufacturers of these products, the uncertainty of realization of any such indemnity and the lack of understanding of U.S. product liability laws in certain foreign jurisdictions make it more likely that we may have to respond to claims or complaints from our customers.

Our business may be adversely affected by the actions of and risks related to the activities of our third-party vendors.

We purchase products for resale under credit arrangements with our vendors and have been able to negotiate payment terms that are approximately equal in length to the time it takes to sell the vendor's products. When the global economy is experiencing weakness as it has in the past, vendors may seek credit insurance to protect against non-payment of amounts due to them. If we experience declining operating performance and severe liquidity challenges, vendors may demand that we accelerate our payment for their products or require cash on delivery, which could have an adverse impact on our operating cash flow and result in severe stress on our liquidity. Borrowings under our existing credit facility could reach maximum levels under such circumstances, causing us to seek alternative liquidity measures, but we may not be able to meet our obligations as they become due until we secure such alternative measures.

We use and resell many manufacturers' branded items and services. We rely on key vendors who may have a large market share of the categories of products and services that we resell in order to provide best in class solutions to our customers. As a result, we are dependent on the availability and pricing of key products and services, including but not limited to ink, toner, paper and technology products and key vendors could change their business strategies or models and no longer offer products or services of value to our customers. As a reseller, we cannot control the supply, design, function, cost or vendor-required conditions of sale of many of the products we offer for sale. Disruptions in the availability of these products or the products and services we provide to our customers coupled with our inability to quickly pivot and find new products and services to our portfolio of offerings may adversely affect our sales and result in customer dissatisfaction. Further, we cannot control the cost of manufacturers' products, and cost increases must either be passed along to our customers or will result in erosion of our earnings.

Failure to identify desirable products and make them available to our customers when desired and at attractive prices could have an adverse effect on our business and our results of operations. In addition, a material interruption in service by the carriers that ship goods within our supply chain may adversely affect our sales. Many of our vendors are small or medium-sized businesses which are impacted by current macroeconomic conditions, both in the U.S., Asia and other locations. We may have no warning before a vendor fails, which may have an adverse effect on our business and results of operations.

We also engage key third-party business partners to support various functions of our business, including but not limited to, information technology, web hosting and cloud-based services, human resource operations, customer loyalty programs, gift cards, customer warranty, delivery and installation, technical support, transportation and insurance programs. Any material disruption in our relationship with key third-party business partners or any disruption in the services or systems provided or managed by third parties could impact our revenues and cost structure and hinder our operations, particularly if a disruption occurs during peak revenue periods.

Product safety and quality concerns could have a material adverse impact on our revenue and profitability.

If the products we sell fail to meet applicable safety standards or our customers' expectations regarding safety and quality, we could be exposed to increased legal risk and our reputation may be damaged. Failure to take appropriate actions in relation to product recalls could lead to breaches in laws and regulations and leave us susceptible to government enforcement actions or private litigation. Recalls of products, particularly when combined with lack of available alternatives or our difficulty in sourcing sufficient volumes of replacement products, could also have a material adverse impact on our revenue and profitability.

Disruption of global sourcing activities, evolving foreign trade policy (including tariffs imposed on certain foreign made goods) could negatively impact the cost and availability of our products.

Economic and civil unrest in areas of the world where we source products, as well as shipping and dockage issues, could adversely impact the availability or cost of our products, or both. Most of our goods imported to the U.S. arrive from Asia through ports located on the U.S. west coast and we are therefore subject to potential disruption due to labor unrest, security issues or natural disasters affecting any or all of these ports. In addition, we purchase and source products from a wide variety of suppliers, including from suppliers overseas, particularly in China. As a consequence, trade restrictions, including new or increased tariffs, quotas, embargoes, sanctions, safeguards, customs restrictions, epidemics/pandemics, like COVID-19, and mandatory government closures could increase our cost of goods sold or reduce the supply of the products available to us. There is no assurance that any such increased costs could be passed on to our customers, or that we could find alternative products from other sources at comparable prices. To the extent that we are subject to more challenging regulatory environments and enhanced legal and regulatory requirements, such exposure could have a material adverse effect on our business, including the added cost of increased compliance measures that we may determine to be necessary.

General trade tensions between the U.S. and China, which began escalating in 2018, could have a negative impact on our business. We have incurred incremental costs related to trade tariffs on inventory we purchase from China, but such costs have not had a material impact on our results of operations. We continue to monitor and evaluate the potential impact of the effective and proposed tariffs as well as other recent changes in foreign trade policy on our supply chain, costs, sales and profitability and have implemented strategies to mitigate such impact, including changes to our contracting model, alternative sourcing strategies and selective price increase pass-through efforts. If any of these events continue as described, they could disrupt the movement of products through our supply chain or increase their cost. In addition, while we may be able to shift our sourcing options, executing such a shift would be time consuming and would be difficult or impracticable for many products and may result in an increase in our manufacturing costs. Substantial regulatory uncertainty exists regarding foreign trade and trade policy, both in the United States and abroad. The adoption and expansion of trade restrictions, retaliatory tariffs, or other governmental action related to tariffs or international trade agreements or policies has the potential to adversely impact demand for our products, our costs, our customers, our suppliers, and/or the U.S. economy, which in turn could adversely impact our results of operations and business.

Risks Related to Our Indebtedness and Liquidity

Covenants in our credit facility could adversely impact our operations.

Our asset-based credit facility contains a fixed charge coverage ratio covenant that is operative only when borrowing availability is below 10% of the Borrowing Base (as defined in Note 11. “Debt” in Notes to Consolidated Financial Statements) or prior to a restricted transaction, such as incurring additional indebtedness, acquisitions, dispositions, dividends, or share repurchases if we do not have the required liquidity. The agreement governing our credit facility (the “Third Amended Credit Agreement” as defined in Note 11. “Debt” in Notes to Consolidated Financial Statements) also contains representations, warranties, affirmative and negative covenants, and default provisions. A breach of any of these covenants could result in a default under our Third Amended Credit Agreement. Upon the occurrence of an event of default under our Third Amended Credit Agreement, the lenders could elect to declare all amounts outstanding to be immediately due and payable and terminate all commitments to extend further credit. If the lenders were to accelerate the repayment of borrowings, we may not have sufficient assets to repay our asset-based credit facility and our other indebtedness. Also, should there be an event of default, or a need to obtain waivers following an event of default, we may be subject to higher borrowing costs and/or more restrictive covenants in future periods. Acceleration of our obligations under our credit facilities would permit the holders of our other material debt to accelerate their obligations. We were in compliance with all applicable covenants as of December 26, 2020.

Risks Related to Legal and Regulatory Compliance

We are subject to legal proceedings and legal compliance risks.

We are involved in various legal proceedings, which from time to time may involve class action lawsuits, state and federal governmental inquiries, audits and investigations, environmental matters, employment, tort, state false claims act, consumer litigation and intellectual property litigation. At times, such matters may involve directors and/or executive officers. Certain of these legal proceedings, including government investigations, may be a significant distraction to management and could expose our Company to significant liability, including settlement expenses, damages, fines, penalties, attorneys’ fees and costs, and non-monetary sanctions, including suspensions and debarments from doing business with certain government agencies, any of which could have a material adverse effect on our business and results of operations. For a description of our legal proceedings, refer to Note 17. “Commitments and Contingencies” in Notes to Consolidated Financial Statements.

Changes in tax laws in any of the jurisdictions in which we operate can cause fluctuations in our overall tax rate impacting our reported earnings.

Our tax rate is derived from a combination of applicable tax rates in the various domestic and international jurisdictions in which we operate. While we have disposed of the majority of our international businesses, we remain subject to international taxes as part of our existing operations. Depending upon the sources of our income, any agreements we may have with taxing authorities in various jurisdictions, and the tax filing positions we take in these jurisdictions, our overall tax rate may fluctuate significantly from other companies or even our own past tax rates. In addition, changes in applicable U.S. or foreign tax laws and regulations, including the Tax Cuts and Jobs Act of 2017, or their interpretation and application, including the possibility of retroactive effect, could affect our tax expense and profitability. At any given point in time, we base our estimate of an annual effective tax rate upon a calculated mix of the tax rates applicable to us and to estimates of the amount of income likely to be generated in any given geography. The loss of or modification to one or more agreements with taxing jurisdictions, whether as a result of a third party challenge, negotiation, or otherwise, a change in the mix of our business from year to year and from country to country, changes in rules related to accounting for income taxes, changes in tax laws in any of the multiple jurisdictions in which we operate, changes in valuation allowances, or adverse outcomes from the tax audits that regularly are in process in any of the jurisdictions in which we operate could result in substantial volatility, including an unfavorable change in our overall tax rate and/or our effective tax rate.

Increases in wage and benefit costs, changes in laws and other labor regulations could impact our financial results and cash flow.

Our expenses relating to employee labor, including employee health benefits, are significant. Our ability to control our employee and related labor costs is generally subject to numerous external factors, including prevailing wage rates, legislative and private sector initiatives regarding healthcare reform, and adoption of new or revised employment and labor laws and regulations. Recently, various legislative movements have sought to increase the federal minimum wage in the United States and the minimum wage in a number of individual states, some of which have been successful at the state level. As federal or state minimum wage rates increase, we may need to increase not only the wage rates of our minimum wage employees, but also the wages paid to our other employees as well. Further, should we fail to increase our wages competitively in response to increasing wage rates, the quality of our workforce could decline, causing our customer service to suffer. Any increase in the cost of our labor could have an adverse effect on our operating costs, financial condition and results of operations. We have a large employee base and while our management believes that our employee relations are good, we cannot be assured that we will not experience organization efforts from labor unions. The potential for unionization could increase if federal legislation is passed that would facilitate labor organization. Significant union representation would require us to negotiate wages, salaries, benefits and other terms with many of our employees collectively and could adversely affect our results of operations by significantly increasing our labor costs or otherwise restricting our ability to maximize the efficiency of our operations.

We also have employees in Canada, Mexico, India, Costa Rica and Asia and are required to comply with laws and regulations in those countries that may differ substantially from country to country, requiring significant management attention and cost.

Changes in the regulatory environment and violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws may negatively impact our business.

We are subject to regulations relating to our corporate conduct and the conduct of our business, including securities laws, consumer protection laws, hazardous material regulations, trade regulations, advertising regulations, privacy and cybersecurity laws, and wage and hour regulations and anti-corruption legislation. Certain jurisdictions have taken a particularly aggressive stance with respect to such matters and have implemented new initiatives and reforms, including more stringent regulations, disclosure and compliance requirements.

The U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments for the purpose of obtaining or retaining business. Recent years have seen a substantial increase in anti-bribery law enforcement activity with more frequent and aggressive investigations and enforcement proceedings by both the Department of Justice and the SEC, increased enforcement activity by non-U.S. regulators and increases in criminal and civil proceedings brought against companies and individuals. Our policies mandate compliance with all anti-bribery laws. However, we operate in certain countries that are recognized as having governmental and commercial corruption. Our internal control policies and procedures may not always protect us from reckless or criminal acts committed by our employees or third-party intermediaries. Violations of these anti-bribery laws may result in criminal or civil sanctions, which could have a material adverse effect on our business and results of operations.

Risks Related to Information Technology and Information Security

Disruptions of our computer systems could adversely affect our operations.

We rely heavily on computer systems to process transactions, including delivery of technology services, manage our inventory and supply-chain and to summarize and analyze our global business. Various components of our information technology and computer systems, including hardware, networks, and software, are licensed to us and hosted by third party vendors.

Our systems are subject to damage or interruption from power outages, computer and telecommunications failures, computer viruses, cyber-attack or other security breaches, catastrophic events such as fires, floods, earthquakes, tornadoes, hurricanes, acts of war or terrorism, and usage errors by our employees. If our computer systems are damaged or cease to function properly, or, if we do not replace or upgrade certain systems, we may incur substantial costs to repair or replace them and may experience an interruption of our normal business activities or loss of critical data.

We maintain and periodically upgrade many of these systems that increase productivity and efficiency. If these systems are not properly maintained or enhanced, the attention of our workforce could be diverted and our ability to provide the level of service our customers demand could be constrained for some time. Failure to make such investments could limit our ability to compete against our peers that are investing in these areas. Further, new systems might not properly integrate with existing systems. Also, once implemented, the new systems and technology may not provide the intended efficiencies or anticipated benefits and could add costs and complications to our ongoing operations.

A breach of our information technology systems could adversely affect our reputation, business partner and customer relationships and operations and result in high costs.

Through our sales, marketing activities, and use of third-party information, we collect and store certain personally identifiable information that our customers provide to purchase products or services, enroll in promotional programs, register on our website, or otherwise communicate and interact with us. This may include, but is not limited to, names, addresses, phone numbers, driver license numbers, e-mail addresses, contact preferences, personally identifiable information stored on electronic devices, and payment account information, including credit and debit card information. We also gather and retain information about our employees in the normal course of business. We may share information about such persons with vendors that assist with certain aspects of our business. In addition, our online operations depend upon the secure transmission of confidential information over public networks, such as information permitting cashless payments.

We have instituted safeguards for the protection of such information and invested considerable resources, including insurance to cover cyber liabilities, in protecting our systems. These security measures may be compromised as a result of third-party security breaches, burglaries, cyber-attack, errors by our employees or the employees of third-party vendors, faulty password management, misappropriation of data by employees, vendors or unaffiliated third parties, or other irregularity, and result in persons obtaining unauthorized access to our data or accounts. Despite instituted safeguards for the protection of such information, we cannot be certain that all of our systems and those of our vendors and unaffiliated third parties are entirely free from vulnerability to attack or compromise given that the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently. During the normal course of our business, we have experienced and we expect to continue to experience attempts to breach our systems, none of which has been material to the Company to date, and we may be unable to protect sensitive data and the integrity of our systems or to prevent fraudulent purchases. We are also subject to data privacy and security laws and regulations, the number and complexity of which are increasing globally, and despite reasonable efforts to comply with all applicable laws and regulations, there can be no assurance that we will not be the subject of enforcement or other legal actions in the event of an incident. Moreover, an alleged or actual security breach that affects our systems or results in the unauthorized release of personally identifiable information could:

- materially damage our reputation and brand, negatively affect customer satisfaction and loyalty, expose us to negative publicity, individual claims or consumer class actions, administrative, civil or criminal investigations or actions, and infringe on proprietary information; and
- cause us to incur substantial costs, including but not limited to costs associated with remediation for stolen assets or information, payments of customer incentives for the maintenance of business relationships after an attack, litigation costs, lost revenues resulting from unauthorized use of proprietary information or the failure to retain or attract customers following an attack, and increased cyber security protection costs. While we maintain insurance coverage that may, subject to policy terms and conditions, cover certain aspects of our cyber risks, such insurance coverage may be unavailable or insufficient to cover our losses or all types of claims that may arise in the continually evolving area of cyber risk.

Risks Related to Ownership of Our Securities

There can be no assurance that we will resume paying cash dividends.

Decisions regarding dividends depend on a number of factors, including general business and economic conditions, our financial condition, operating results and restrictions imposed by our debt agreements, the emergence of alternative investment or acquisition opportunities, changes in business strategy and other factors. Decisions on dividends are within the discretion of the Board of Directors. In order to preserve liquidity during the COVID-19 pandemic and in light of the uncertainties as to its duration and economic impact, in May 2020, our Board of Directors temporarily suspended the Company’s quarterly cash dividend beginning in the second quarter of 2020. Our quarterly cash dividend remains temporarily suspended. Changes in or the elimination of dividends could have an adverse effect on the price of our common stock.

Our common stock price has been and may continue to be subject to volatility, and shareholders could incur substantial losses of any investment in our common stock.

Our common stock price has experienced volatility over time and this volatility may continue, in part due to factors mentioned in this Item 1A or due to other market-driven events beyond our control. As a result of these and other factors, investors in our common stock may not be able to resell their shares at or above their original purchase price.

Our amended and restated bylaws designate the Court of Chancery of the State of Delaware (the "Chancery Court"), or, if the Chancery Court does not have jurisdiction, the federal district court for the district of Delaware or other state courts located in the State of Delaware, as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our shareholders, which could discourage lawsuits against us and our directors and officers.

Pursuant to our amended and restated bylaws, unless we consent in writing to the selection of an alternative forum, the Chancery Court (or, if the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) is the sole and exclusive forum for any shareholder (including a beneficial owner) to bring: (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our current or former directors, officers or other employees to us or our shareholders, (3) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, our restated certificate of incorporation or amended and restated bylaws, or (4) any action asserting a claim governed by the internal affairs doctrine, except as to each of (1) through (4) above, for any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination). This forum selection provision may limit the ability of our shareholders to bring a claim in a judicial forum that such shareholders find favorable for disputes with us or our directors or officers, which may discourage such lawsuits against us and our directors and officers.

Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. In addition, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. As a result, the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Securities Act or any other claim for which the federal and state courts have concurrent jurisdiction.

PROPERTIES

As of December 26, 2020, we operated in the following locations:

STORES

Retail Division (United States)

State	#	State	#
Alabama	24	Nebraska	9
Alaska	5	Nevada	20
Arizona	27	New Jersey	2
Arkansas	11	New Mexico	10
California	102	New York	12
Colorado	39	North Carolina	41
District of Columbia	1	North Dakota	4
Florida	128	Ohio	41
Georgia	50	Oklahoma	14
Hawaii	8	Oregon	18
Idaho	8	Pennsylvania	11
Illinois	41	Puerto Rico	10
Indiana	22	South Carolina	19
Iowa	6	South Dakota	2
Kansas	9	Tennessee	30
Kentucky	11	Texas	157
Louisiana	36	Utah	12
Maryland	12	U.S. Virgin Islands	2
Massachusetts	2	Virginia	32
Michigan	29	Washington	32
Minnesota	25	West Virginia	5
Mississippi	16	Wisconsin	26
Missouri	28	Wyoming	2
Montana	3	**TOTAL**	**1,154**

The supply chain facilities which we operate in the continental United States and Puerto Rico support our Business Solutions, Retail and CompuCom Divisions and the facilities in Canada support our Business Solutions and CompuCom Divisions. The following table sets forth the locations of our principal supply chain facilities as of December 26, 2020.

DCs and Crossdock Facilities

State	#	State	#
Arizona	1	Missouri	4
California	5	New Jersey	1
Colorado	1	North Carolina	1
Florida	5	North Dakota	3
Georgia	2	Ohio	2
Hawaii	7	Pennsylvania	1
Idaho	1	Puerto Rico	1
Illinois	5	Tennessee	1
Kansas	1	Texas	3
Minnesota	4	Washington	3
Mississippi	1	Wisconsin	7
		Total United States	**60**
		Canada	11
		TOTAL	**71**

Our principal corporate headquarters in Boca Raton, FL consists of three interconnected buildings of approximately 625,000 square feet and our corporate office in Fort Mill, SC consists of approximately 152,000 square feet of office space. These facilities are considered to be in good condition, adequate for their purpose and suitably utilized according to the individual nature and requirements of the relevant operations. Although we currently own our corporate office in Boca Raton, FL, as well as a small number of our retail store locations, most of our facilities are leased or subleased. Additional information regarding our operating leases and leasing arrangements is available in Note 1. “Summary of Significant Accounting Policies” and Note 12. “Leases” in Notes to Consolidated Financial Statements.

LEGAL PROCEEDINGS

For a description of our legal proceedings, refer to Note 17. “Commitments and Contingencies” in Notes to Consolidated Financial Statements.

MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is traded on the NASDAQ Global Select Market under the ticker symbol ODP.

Holders

As of the close of business on February 17, 2021, there were 3,742 holders of record of our common stock.

Cash Dividend

Prior to July 2016, we had never declared or paid cash dividends on our common stock. Beginning in the third quarter of fiscal 2016, our Board of Directors declared and paid cash dividends on our common stock. In order to preserve liquidity during the COVID-19 pandemic and in light of the uncertainties as to its duration and economic impact, in May 2020, our Board of Directors temporarily suspended the Company's quarterly cash dividend beginning in the second quarter of 2020. Our quarterly cash dividend remains temporarily suspended.

The timing, declaration and payment of future dividends to holders of our common stock fall within the discretion of our Board of Directors and will depend on our operating results, earnings, financial condition, the capital requirements of our business and other factors. Our Third Amended Credit Agreement permits restricted payments, such as dividends, but may be limited if we do not meet the required minimum liquidity or fixed charge coverage ratio requirements.

For additional information about cash dividends declared and paid in 2020, refer to "Liquidity and Capital Resources" in MD&A and Note 13. "Stockholders' Equity" in Notes to Consolidated Financial Statements of this Annual Report.

Issuer Purchases of Equity Securities

In November 2018, our Board of Directors approved a stock repurchase program of up to $100 million of our common stock effective January 1, 2019, which extended until the end of 2020. In November 2019, our Board of Directors approved an increase in the authorization of the existing stock repurchase program of up to $200 million and extended the program through the end of 2021. The current authorization includes the remaining authorized amount under the existing stock repurchase program. The stock repurchase authorization permits us to repurchase stock from time-to-time through a combination of open market repurchases, privately negotiated transactions, 10b5-1 trading plans, accelerated stock repurchase transactions and/or other derivative transactions. The exact number and timing of stock repurchases will depend on market conditions and other factors, and will be funded through available cash balances. Our Third Amended Credit Agreement permits restricted payments, such as common stock repurchases, but may be limited if we do not meet the required minimum liquidity or fixed charge coverage ratio requirements. The authorized amount under the stock repurchase program excludes fees, commissions or other expenses. As a result of the continued economic uncertainty due to COVID-19, our Board of Directors temporarily suspended the stock repurchase program in May 2020, however, the stock repurchase authorization remained effective. In November 2020, our Board of Directors approved the resumption of the stock repurchase program beginning in the fourth quarter of 2020, which will run through the end of 2021.

The following table summarizes our common stock repurchases during the fourth quarter of 2020.

Period	Total Number of Shares Purchased *(In millions)*	Average Price Paid per Share	Total Number of Shares Purchased as Part of a Publicly Announced Plan or Program *(In millions)*	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Repurchase *Programs* *(In millions)*
September 27 — October 24, 2020	—	$ —	—	$ 130
October 25 — November 21, 2020	—	$ —	—	$ 130
November 22 — December 26, 2020	—	$ —	—	$ 130
Total	**—**	$ —	**—**	

We purchased approximately 1 million shares of our common stock in the aggregate during the first and second quarters of fiscal 2020 at a weighted average price of $22.96 per common share. We made no repurchases of shares of common stock during the third and fourth quarters of fiscal 2020. For the year 2020, we purchased approximately 1 million shares of common stock for a total consideration of $30 million. At December 26, 2020, approximately $130 million remains available for additional purchases under the stock repurchase program.

The ODP Corporation Stock Comparative Performance Graph

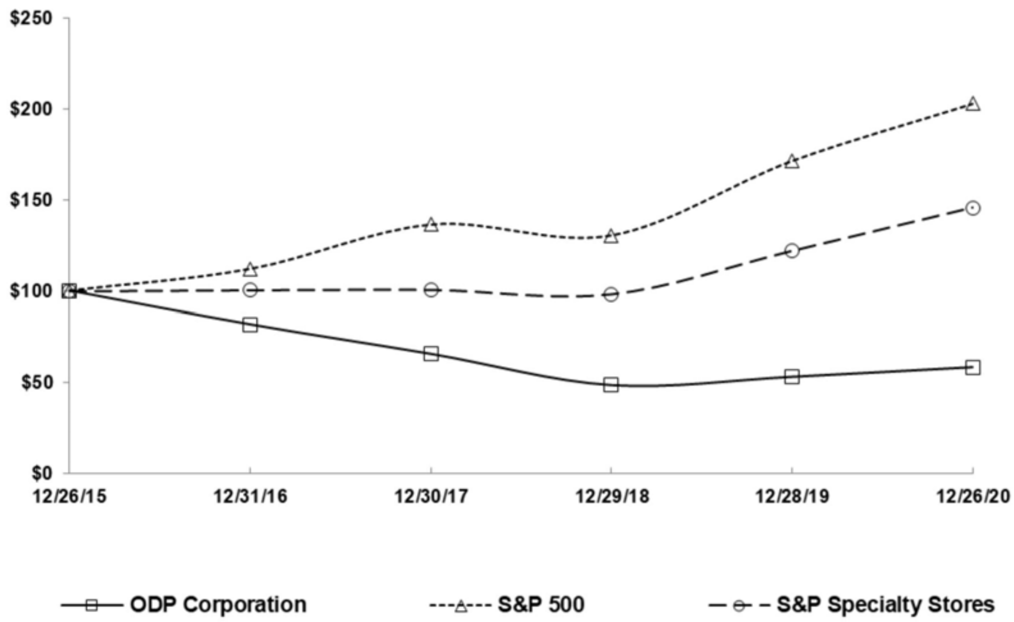
The information contained in The ODP Corporation Comparative Performance Graph section shall not be deemed to be filed as part of this Annual Report and does not constitute soliciting material and should not be deemed filed or incorporated by reference into any other filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent we specifically incorporate the graph by reference.

The following graph compares the five-year cumulative total shareholder return on our common stock with the cumulative total returns of the Standard & Poor's 500 Index ("S&P 500") and the Standard & Poor's Specialty Stores Index ("S&P Specialty Stores") of which we are a component of each Index.

The graph assumes an investment of $100 at the close of trading on December 26, 2015, the last trading day of fiscal year 2015, in our common stock, the S&P 500 and the S&P Specialty Stores.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*

Among The ODP Corporation, the S&P 500 Index
and the S&P Specialty Stores Index



*$100 invested on 12/26/15 in stock or 12/31/15 in index, including reinvestment of dividends. Indexes calculated on month-end basis.

	12/26/15	12/31/16	12/30/17	12/29/18	12/28/19	12/26/20
The ODP Corporation	100.00	81.69	65.54	48.38	52.93	58.24
S&P 500	100.00	111.96	136.40	130.42	171.49	203.04
S&P Specialty Stores	100.00	100.55	100.78	98.36	122.09	145.79

The stock price performance included in this graph is not necessarily indicative of future stock price performance.

SELECTED FINANCIAL DATA

The following table sets forth selected consolidated financial data at and for each of the five fiscal years in the period ended December 26, 2020. It should be read in conjunction with the Consolidated Financial Statements and Notes thereto in Financial Statements and Supplemental Details and MD&A of this Annual Report. After obtaining the approval of our shareholders on May 11, 2020, our Board of Directors determined to set a reverse stock split ratio of 1-for-10 for a reverse stock split of the Company's outstanding shares of common stock, and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio. The reverse stock split was effective on June 30, 2020. All per share amounts in the following table have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

We have accounted for the disposition of substantially all of the business formerly presented as the International Division as discontinued operations in all periods. The disposition was complete as of the end of fiscal 2018, and there are no further discontinued operations in 2020 and 2019. We have included the amounts associated with our acquired businesses from their dates of acquisition.

(In millions, except per share amounts and statistical data)	**2020** (1)	2019 (2)	2018 (3)	2017 (4)	2016 (5)
Statements of Operations Data:					
Sales	**$ 9,710**	$ 10,647	$ 11,015	$ 10,240	$ 11,021
Net income (loss) from continuing operations	**$ (319)**	$ 99	$ 99	$ 146	$ 679
Discontinued operations, net of tax	**$ —**	$ —	$ 5	$ 35	$ (150)
Net income (loss) (1)(2)(3)(4)(6)	**$ (319)**	$ 99	$ 104	$ 181	$ 529
Net earnings (loss) per share:					
Basic earnings (loss) per common share:					
Continuing Operations	**$ (6.05)**	$ 1.82	$ 1.80	$ 2.80	$ 12.60
Discontinued Operations	**$ —**	$ —	$ 0.09	$ 0.67	$ (2.79)
Net basic earnings (loss) per share	**$ (6.05)**	$ 1.82	$ 1.89	$ 3.46	$ 9.81
Diluted earnings (loss) per common share:					
Continuing Operations	**$ (6.05)**	$ 1.80	$ 1.77	$ 2.73	$ 12.38
Discontinued Operations	**$ —**	$ —	$ 0.08	$ 0.65	$ (2.74)
Net diluted earnings (loss) per share	**$ (6.05)**	$ 1.80	$ 1.85	$ 3.38	$ 9.63
Cash dividends declared per common share	**$ 0.25**	$ 1.00	$ 1.00	$ 1.00	$ 0.50
Statistical Data:					
Facilities open at end of period:					
United States:					
Retail and technology stores	**1,154**	1,307	1,364	1,394	1,441
Distribution centers and crossdock facilities	**60**	56	45	40	28
Canada:					
Distribution centers and crossdock facilities	**11**	11	11	11	10
Total square footage — Retail and CompuCom Divisions (in millions)	**25.5**	29.1	30.3	31.1	32.4
Percentage of sales by segment:					
Business Solutions Division	**48.2%**	49.6%	48.0%	49.9%	49.0%
Retail Division	**42.9%**	41.0%	42.1%	48.5%	50.8%
CompuCom Division (4)	**8.8%**	9.3%	9.9%	1.5%	—
Other	**0.1%**	0.1%	0.1%	0.1%	0.2%
Balance Sheet Data:					
Total assets (7)	**$ 5,558**	$ 7,311	$ 6,166	$ 6,323	$ 5,540
Long-term debt, net of current maturities	**354**	575	690	936	358

(1) During fiscal year 2020, we completed four business acquisitions that consist of small independent regional office supply distribution businesses in the United States. The operating results of the acquired office supply distribution businesses are combined with our operating results subsequent to their purchase dates, and are included in the Business Solutions Division. Sales in our Business Solutions Division in 2020 include $53 million from these acquisitions. Additionally, fiscal year 2020 Net loss includes $431 million of asset impairment charges and $121 million of Merger and restructuring expenses, net. Refer to MD&A and Note 2. "Acquisitions" in Notes to Consolidated Financial Statements located in Financial Statements and Supplemental Details of this Annual Report for additional information.

(2) During fiscal year 2019, we completed five business acquisitions that consist of small independent regional office supply distribution businesses in the United States. The operating results of the acquired office supply distribution businesses are combined with our operating results subsequent to their purchase dates, and are included in the Business Solutions Division. Sales in our Business Solutions Division in 2019 include $55 million from these acquisitions. Additionally, fiscal year 2019 Net income includes $56 million of asset impairment charges and $116 million of Merger and restructuring expenses, net. Refer to MD&A of this Annual Report for additional information.

(3) During fiscal year 2018, we completed seven business acquisitions, six of which consist of small independent regional office supply distribution businesses in the United States, and one is an enterprise IT solutions integrator and managed services provider. The operating results of these companies are combined with our operating results subsequent to their purchase dates. Sales in our Business Solutions and CompuCom Divisions in 2018 include $80 million and $25 million, respectively, from these acquisitions. Additionally, fiscal year 2018 Net income includes $7 million of asset impairment charges, $72 million of Merger and restructuring expenses, net, $25 million of legal expense accrual, and $15 million of loss on modification of debt. Refer to MD&A of this Annual Report for additional information.

(4) In 2017, we acquired CompuCom and four small independent regional office supply distribution businesses in the United States. The operating results of these companies are combined with our operating results subsequent to their purchase dates. Sales in our Business Solutions and CompuCom Divisions in 2017 include $49 million and $156 million, respectively, from these acquisitions. Additionally, fiscal year 2017 Net income includes $4 million of asset impairment charges and $94 million of Merger and restructuring expenses, net.

(5) Includes 53 weeks in accordance with our 52 — 53 week reporting convention. All other years presented in the table consisted of 52 weeks.

(6) Fiscal year 2016 Net income includes $15 million of asset impairment charges, $80 million of Merger and restructuring income, net, including $250 million received from Staples as the Termination Fee, $15 million of loss on extinguishment of debt, and the reversal of $382 million of valuation allowances on deferred tax assets. On February 4, 2015, we had announced in conjunction with Staples that the companies had entered into a merger agreement under which Staples would acquire all of our outstanding shares. Upon termination of this merger agreement on May 16, 2016, pursuant to the terms of the agreement, Staples paid us a Termination Fee of $250 million.

(7) Total assets for fiscal year 2019 reflect the adoption of the new lease accounting standard. Prior period amounts were not adjusted under the modified retrospective transition approach. Refer to Note 1. “Summary of Significant Accounting Policies” in Notes to Consolidated Financial Statements located in Financial Statements and Supplemental Details of this Annual Report for additional information.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Management's Discussion and Analysis of Financial Condition and Results of Operations is intended to provide information to assist readers in better understanding and evaluating our financial condition and results of operations. We recommend reading this MD&A in conjunction with our Consolidated Financial Statements and Notes thereto included in this Annual Report.

OVERVIEW

THE COMPANY

We are a leading provider of business services and supplies, products and digital workplace technology solutions to small, medium-sized and enterprise businesses. We operate through our direct and indirect subsidiaries and maintain a fully integrated business-to-business ("B2B") distribution platform of thousands of dedicated sales and technology service professionals, online presence and 1,154 retail stores. Through our banner brands Office Depot®, OfficeMax®, CompuCom® and Grand&Toy®, as well as others, we offer our customers the tools and resources they need to focus on starting, growing and running their business.

At December 26, 2020, our operations are organized into three reportable segments (or "Divisions"): Business Solutions Division, Retail Division and CompuCom Division.

The Business Solutions Division, or BSD, is the largest component of our integrated B2B distribution platform and provides our customers with nationally branded as well as our private branded office supply products and services. Additionally, BSD provides adjacency products and services including cleaning and breakroom supplies, technology services, copy and print services, and office furniture products and services in the United States, Puerto Rico, the U.S. Virgin Islands, and Canada through a dedicated sales force, catalogs, telesales, and electronically through our Internet websites. BSD includes the regional office supply distribution businesses we have acquired as part of our strategic transformation described in the section below.

The Retail Division includes our chain of retail stores in the United States, Puerto Rico and the U.S. Virgin Islands where we sell office supplies, technology products and solutions, business machines and related supplies, print, cleaning, breakroom supplies and facilities products, and furniture. In addition, our Retail Division offers a range of business-related services targeted to small businesses, technology support services as well as printing, copying, mailing and shipping services.

The CompuCom Division is a technology services provider supporting the distributed technology needs of enterprise organizations in the United States and Canada. With a vision of connecting people, technology, and the edge with a seamless experience, CompuCom enables enterprise employees to be productive. CompuCom offers a broad range of solutions including technology lifecycle management, end user computing and collaboration, service desk, remote technology monitoring and management, and IT workforce solutions.

STRATEGIC TRANSFORMATION

Since 2017, we have been undergoing a strategic business transformation to pivot our Company into an integrated B2B distribution platform, with the objective of expanding our product offerings to include value-added services for our customers and capture greater market share. As part of this transformation, we are evolving our B2B business to include a new digital procurement platform focused on transforming the B2B procurement and sourcing industry. In connection with our development efforts in this area, in January 2021, we acquired BuyerQuest, a business services software company with an eProcurement platform. Also, on January 19, 2021, our Board of Directors announced that as a result of a business review of CompuCom, management has initiated a process to explore a value-maximizing sale of our CompuCom Division to maximize CompuCom's full potential and drive forward its future value and success.

We continue to expand our reach and distribution network through acquisitions of profitable regional office supply distribution businesses, serving small and mid-market customers. Many of these customers are in geographic areas that were previously underserved by our network. During 2020, we acquired four small independent regional office supply distribution businesses which has allowed for an effective and accretive means to expand our distribution reach, target new business customers and grow our offerings beyond traditional office supplies.

The aggregate total purchase consideration, including contingent consideration, for the four acquisitions completed in 2020 was approximately $37 million, subject to certain customary post-closing adjustments. The aggregate purchase price was funded with cash on hand.

The operating results of the acquired office supply distribution businesses are combined with our operating results subsequent to their purchase dates, and are included in our Business Solutions Division. Refer to Note 2. "Acquisitions" in Notes to Consolidated Financial Statements for additional information.

STOCK SPLIT AND CORPORATE REORGANIZATION

After obtaining the approval of our shareholders on May 11, 2020, our Board of Directors determined to set a reverse stock split ratio of 1-for-10 for a reverse stock split of the Company’s outstanding shares of common stock, and a reduction in the number of authorized shares of the Company’s common stock by a corresponding ratio. The reverse stock split was effective on June 30, 2020. All share and per share amounts in this MD&A have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

On March 31, 2020, our Board of Directors approved proceeding with the implementation of a Reorganization of the Company's corporate structure into a holding company structure. The Reorganization was completed on June 30, 2020, and Office Depot, Inc. became a wholly-owned subsidiary of a new holding company, The ODP Corporation, and replaced Office Depot, Inc. as the public company trading on the NASDAQ Stock Market under the ticker symbol “ODP”. All outstanding shares of Office Depot, Inc. were automatically converted into shares of common stock in The ODP Corporation. The Reorganization began the simplification of our legal entity and tax structure, more closely aligns our operating assets to their respective operating channels within the legal entity structure, and is intended to increase our operational flexibility. It did not result in a change in the directors, executive officers, management or business of the Company. In addition, the Reorganization is intended to be a tax-free transaction for U.S. federal income tax purposes for our shareholders.

RECENT DEVELOPMENTS

Our COVID-19 Response

On March 11, 2020, the World Health Organization declared the current outbreak of COVID-19 as a global pandemic. In response to this declaration and with the rapid spread of COVID-19 globally and throughout the United States, federal, state and local authorities have declared states of emergency and imposed varying degrees of restrictions on social and commercial activities, including travel restrictions and curfews, in order to promote social distancing in an effort to prevent and slow the spread of the disease. These restrictive measures have had significant adverse impacts on the national and global economy in 2020.

From the beginning of the COVID-19 pandemic, we have made supporting the health and wellness of our employees and customers a priority. Due to the nature of products sold in our retail locations and integrated business-to-business distribution platform, our business is considered to be essential by most local jurisdictions and has remained open and operational. Based upon the guidance of the U.S. Centers for Disease Control (“CDC”) and local health authorities, we have put appropriate measures in place to help reduce the spread of infection to our employees and customers, including the institution of social distancing protocols and increased frequency of cleaning and sanitizing in those facilities. Since March 2020, employees who are able to, have been working from home, with only essential employees in our retail stores, customer support and distribution centers working on-site at our facilities, as well as technicians and field support on-site at customer locations, as necessary. We have also limited employee business travel to only essential business needs.

Overall demand for our products and services has declined significantly as a result of the disruptions experienced by our business customers from restrictions on commercial activities and social distancing measures, and we expect these demand fluctuations to continue into the first quarter of 2021 and beyond. The delayed start of the school year and the cancellation or delayed start of in-person school instruction across the U.S. as a result of the COVID-19 outbreak have also resulted in lower than historical levels of sales of back-to-school supplies. We experienced higher than forecasted demand in our eCommerce platform, as well as in our retail locations associated with certain product categories, such as furniture, technology products, cleaning and breakroom supplies and personal protective equipment that meet our customers’ needs arising from the risks related to potential exposure to COVID-19. In response to the volatility resulting from the pandemic, we have taken measures to protect our financial position during this challenging time period. These measures include creating contingency plans for merchandise categories that may be in high demand, adjusting our inventory levels, reducing certain occupancy costs, reducing nonessential expenses, and reducing our capital spend, among others. In May 2020, we proactively adopted a more conservative approach to our capital return program to preserve liquidity and maximum financial flexibility by temporarily suspending our share repurchases and quarterly cash dividend. In November 2020, our Board of Directors approved the resumption of the stock repurchase program beginning in the fourth quarter of 2020, which will run through the end of 2021. Our quarterly cash dividend remains temporarily suspended.

Beginning towards the end of the second quarter of 2020, states and local jurisdictions started to phase out restrictions imposed on commercial activities at varying degrees, while certain states have extended or reinstated restrictions as the number of cases began to rise again towards the end of 2020. We continue to assess our outlook on a daily basis, but we are unable to accurately predict the pace and shape of the recovery from COVID-19 due to numerous uncertainties, including the duration of the pandemic, actions that may be taken by governmental authorities, the speed at which effective vaccines will be distributed and administrated to a sufficient number of people to enable cessation of the virus, additional disruption to the economy and consumers’ willingness and ability to spend, temporary or permanent closures of our business customers, supply chain disruptions and other unforeseeable consequences. As a result, we expect weaker global economic conditions and increased unemployment, including continued business disruption relating to COVID-19 and resulting governmental actions will continue to negatively impact our business and results of operations in the first quarter of 2021 and beyond, as well as result in future impairments of our assets.

USR Parent, Inc. Proposal

On January 11, 2021, we received a proposal from USR Parent, Inc., the parent company of Staples Inc. and a portfolio company of Sycamore Partners, to acquire 100% of our issued and outstanding stock for $40.00 per share in cash (the "Proposal"). After careful review and consideration of the Proposal and in consultation with our financial and legal advisors, our Board of Directors unanimously concluded that there is a more compelling path forward to create value for us and our shareholders than the potential transaction described in the Proposal. On January 19, 2021, we filed a statement on Schedule 14D-9 with the SEC containing our Board of Director's recommendation. We anticipate that we will incur significant legal and other expenses throughout this process. For further discussion, see the section entitled "Risk Factors" within Other Key Information in this Annual Report.

CONSOLIDATED RESULTS AND LIQUIDITY

The following summarizes the more significant factors impacting our operating results for the 52-week period ended December 26, 2020 (also referred to as "2020") and the 52-week period ended December 28, 2019 (also referred to as "2019") as well as our liquidity in 2020 and 2019. We have omitted discussion of 2018 results where it would be redundant to the discussion previously included in MD&A of our 2019 Annual Report on Form 10-K.

Our consolidated sales were 9% lower in 2020 compared to 2019. This year-over-year decrease was primarily driven by lower sales in our Business Solutions Division, which decreased 11% in 2020 primarily due to temporary closures of certain enterprise customers and a transition to a work-from-home environment in response to the restrictions imposed by local authorities to prevent and reduce the spread of COVID-19. This decrease was partially offset by higher sales generated by our eCommerce platform, which is included in our Business Solutions Division. Sales in our Retail Division decreased 4% in 2020 due to planned store closures and lower sales of services in existing locations due to reduced customer traffic. Our CompuCom Division also experienced lower sales of 14% in 2020 compared to 2019 primarily due to certain customer-imposed delays and cancellations of previously scheduled projects and postponed new projects as a result of COVID-19 business disruption and lower product sales and service volume.

(In millions)	**2020**	2019	Change
Sales			
Business Solutions Division	**$ 4,683**	$ 5,279	**(11)%**
Retail Division	**4,167**	4,363	**(4)%**
CompuCom Division	**854**	994	**(14)%**
Other	**6**	11	**(45)%**
Total	**$ 9,710**	$ 10,647	**(9)%**

Product sales decreased 7% in 2020 compared to 2019 primarily driven by lower sales in our Business Solutions Division as a result of temporary closures and transition to a work-from-home environment of certain enterprise customers due to COVID-19, as described above, and was partially offset by an increase in product sales generated by our eCommerce platform and sales of cleaning products and personal protective equipment.

Sales of services decreased 17% primarily driven by a decline in sales of our copy and print services in our Retail Division due to reduced demand and in our CompuCom Division due to customer-imposed delays and cancellations of previously scheduled and postponed new projects and reduced business volume, both as a result of the impacts of COVID-19 which included shelter-in-place orders, temporary closures of nonessential businesses, and schools transitioning to virtual learning. Sales of services were also impacted by the decline in our copy and print services in our Business Solutions Division due to the impacts of COVID-19, mainly as a result of temporary closures of nonessential businesses. On a consolidated basis, services represented approximately 14% and 15% of our total sales in 2020 and 2019, respectively.

(In millions)	**2020**	2019	Change
Sales			
Products	**$ 8,374**	$ 9,034	**(7)%**
Services	**1,336**	1,613	**(17)%**
Total	**$ 9,710**	$ 10,647	**(9)%**

OTHER SIGNIFICANT FACTORS IMPACTING TOTAL COMPANY RESULTS AND LIQUIDITY

- Total gross profit decreased by $332 million or 13% in 2020 compared to 2019. The decrease in gross profit was largely driven by the flow-through impact of lower sales in our Business Solutions Division and Retail Division, which consisted of $304 million of the decrease in gross profit in 2020. The remaining decrease of $28 million in 2020 was mainly attributable to our CompuCom Division. These reductions were partially offset by the savings generated from the implementation of the Business Acceleration Program, which among other things, optimized labor costs in our CompuCom Division, and by acquisitions within our Business Solutions Division.

- Total gross margin for 2020 was 22%, which was lower than the total gross margin of 23% in 2019. The lower gross margin in 2020 is mainly driven by higher product costs as a result of product mix and the deleveraging impact of supply chain and occupancy costs as a result of lower sales in 2020. While we incurred incremental costs related to trade tariffs on inventory we purchase from suppliers in China, certain actions, including changes to our contracting model, alternative sourcing strategies, and selective price increase pass-through efforts mitigated much of the impact of such trade tariffs to our results of operations.

- Total selling, general and administrative expenses decreased by $269 million or 13% in 2020 compared to 2019. The decrease was the result of store closures in our Retail Division and certain strategic initiatives, including the Business Acceleration Program, aimed at reducing our spend on payroll and payroll-related costs and other discretionary expenses such as professional fees, contingent labor, travel and marketing. The decrease in total selling, general, and administrative expenses in 2020 was partially offset by increase in expenses associated with the expansion of our distribution network through acquisitions. As a percentage of sales, total selling, general and administrative expenses was 19% in 2020, as compared to 20% in 2019.

- We recognized $25 million gain on disposition of assets held for sale during 2019, of which $19 million was included in Selling, general and administrative expenses and $6 million was included in Merger and restructuring expenses, net in the Consolidated Statement of Operations.

- We recorded $431 million of asset impairment charges in 2020 which included $363 million related to goodwill in our CompuCom and Contract reporting units and other intangible assets impairment, and $48 million related to impairment of operating lease right-of-use (“ROU”) assets associated with our retail store locations, with the remainder primarily relating to impairment of fixed assets and a cost method investment. Refer to Note 16. “Fair Value Measurements” in Notes to Consolidated Financial Statements for additional information.

- We recorded $121 million of Merger and restructuring expenses, net in 2020 compared to $116 million in 2019. Merger and restructuring expense in 2020 includes $18 million of severance, retention, transaction and integration costs associated with business acquisitions and $103 million of severance, professional fees and other expenses associated with restructuring activities. Refer to Note 3. “Merger and Restructuring Activity” in Notes to Consolidated Financial Statements for additional information.

- In April 2020, we repaid the remaining balance under the Term Loan Credit Agreement in full and terminated it. We recognized $12 million of loss from the extinguishment and modification of debt related to this transaction, which primarily consists of the write-off of the remaining unamortized original issue discount and debt issuance costs of the Term Loan Credit Agreement, and is included in our 2020 results. Refer to Note 11. “Debt” in Notes to Consolidated Financial Statements for additional information.

- Our effective tax rate of (8)% for 2020 differs from the statutory rate of 21% primarily due to the impact of goodwill impairment, state taxes, excess tax deficiencies associated with stock-based compensation awards and certain nondeductible items, adjustments to certain tax benefits and the mix of income and losses across U.S. and non-U.S. jurisdictions. Our effective tax rates in prior periods have varied considerably as a result of several primary factors including the mix of income and losses across U.S. and non-U.S. jurisdictions, the impact of excess tax deficiencies associated with stock-based compensation awards and the derecognition of valuation allowances against deferred tax assets that were not more-likely-than-not realizable in the U.S. and certain non-U.S. jurisdictions. During 2020 and 2019, the mix of income and losses across jurisdictions, although still applicable, has become less of a factor in influencing our effective tax rates due to the dispositions of the international businesses and improved operating results. Refer to Note 6. “Income Taxes” in Notes to Consolidated Financial Statements for additional information.

- Diluted loss per share was $(6.05) in 2020 compared to diluted earnings per share of $1.80 in 2019.

- At December 26, 2020, we had $729 million in cash and cash equivalents and $934 million of available credit under the Third Amended Credit Agreement, for a total liquidity of approximately $1.7 billion. Cash provided by operating activities was $485 million for 2020 compared to $366 million for 2019. Refer to the Liquidity and Capital Resources section of this MD&A for more information on cash flows.

- In order to preserve liquidity during the COVID-19 pandemic and in light of the uncertainties as to its duration and economic impact, in May 2020, our Board of Directors suspended our quarterly cash dividend and our stock repurchase program, however, the stock repurchase authorization remained effective. In November 2020, our Board of Directors approved the resumption of the stock repurchase program beginning in the fourth quarter of 2020, which will run through the end of 2021. Our quarterly cash dividend continues to be temporarily suspended. During 2020 we paid a cash dividend in the first quarter and in 2019 we paid quarterly cash dividends on our common stock of $0.25 per share for a total annual dividend distribution of $13 million and $55 million, respectively. In addition, we bought back approximately 1 million shares of our common stock in both 2020 and 2019, returning another $30 million in 2020 and $40 million in 2019 to our shareholders.

OPERATING RESULTS BY DIVISION

Discussion of additional income and expense items, including material charges and credits and changes in interest and income taxes follows our review of segment results. Fiscal years 2020, 2019 and 2018 include 52 weeks.

BUSINESS SOLUTIONS DIVISION

(In millions)	**2020**	2019	2018
Sales			
Products	**$ 4,396**	$ 4,947	$ 4,974
Services	**287**	332	308
Total	**$ 4,683**	$ 5,279	$ 5,282
% change	**(11)%**	—%	3%
Division operating income	**$ 116**	$ 271	$ 243
% of sales	**2%**	5%	5%

Product sales from our Business Solutions Division decreased 11% in 2020 compared to 2019. Product sales in 2020 were impacted by lower demand, especially in product categories such as toner, ink and office supplies due to a portion of our business-to-business customers, including those in the education sector, having to pause operations or temporarily transition into a remote environment as a result of restrictions imposed by federal, state and local authorities, which resulted in a decrease of $892 million in product sales in 2020. These restrictions, which started in March 2020 and aim to prevent and reduce the spread of COVID-19, have continued through the end of 2020 across a majority of the jurisdictions in which our customers operate. The lower demand from our business-to-business customers was partially offset by higher sales in other product categories which aggregated to $341 million and primarily related to the increase in cleaning products and personal protective equipment sales of $169 million in 2020. Higher sales in our eCommerce platform, which experienced increased demand in 2020 as more customers preferred to order online and have their purchases delivered, and the impact of acquisitions, also contributed positively to our product revenues, although they were not material drivers of our results in 2020. Product sales from our Business Solutions Division decreased 1% in 2019 compared to 2018, primarily due to lower revenue generated in our eCommerce platform and office supplies product categories as a result of our targeted efforts to reduce sales with lower margins. This decrease was partially offset by the positive impact of acquisitions and growth in certain adjacency categories such as cleaning and breakroom supplies.

Sales of services in our Business Solutions Division decreased 14% in 2020 compared to 2019. The decrease is primarily due to lower demand from our business-to-business customers for our managed print and fulfillment services and copy and print services as a result of the impact of restrictions due to COVID-19 on their operations in 2020. Sales of services in our Business Solutions Division increased 8% in 2019 compared to 2018. The increase was primarily due to acquisitions and increased sales of our managed print and fulfillment services.

Our Business Solutions Division operating income decreased 57% in 2020 compared to 2019. As a percentage of sales, operating income decreased by approximately 270 basis points. The decrease in operating income in 2020 was related to the flow-through impact of lower product sales volume coupled with lower gross profit margin due to a combination of pricing pressures and higher product costs. This was partially offset by a reduction in selling, general and administrative expenses achieved through our Business Acceleration Program. Business Solutions Division operating income increased 12% in 2019 compared to 2018. As a percentage of sales, operating income improved by approximately 50 basis points. The increase in operating income in 2019 was related to a number of factors, primarily due to the reduction in selling, general and administrative expenses achieved through our Business Acceleration Program.

RETAIL DIVISION

(In millions)	**2020**	2019	2018
Sales			
Products	**$ 3,738**	$ 3,793	$ 4,105
Services	**429**	570	536
Total	**$ 4,167**	$ 4,363	$ 4,641
% change	**(4)%**	(6)%	(6)%
Division operating income	**$ 275**	$ 194	$ 193
% of sales	**7%**	4%	4%
Change in comparable store sales	**N/A**	(4)%	(4)%

Product sales in our Retail Division decreased 1% and 8% in 2020 and 2019, respectively, compared to the corresponding prior-year periods. This was primarily the result of planned closings of underperforming retail stores and lower demand in product categories such as toner, ink, and office supplies, which were partially offset by the increased demand in essential products such as furniture, technology products, cleaning and breakroom supplies, personal protective equipment and other work-from-home and learn-from-home enabling products. The increase in these product categories was $361 million in 2020, and was primarily driven by the needs of our customers to help address their challenges derived from the COVID-19 outbreak. Additionally, the increased demand was driven by needs of customers who transitioned into remote work and virtual learning environments in March 2020 as a result of restrictions imposed by federal, state and local authorities in order to prevent and reduce the spread of COVID-19. The demand for these product categories could decrease in the near term related to numerous factors, among others, a weaker U.S. economy and higher unemployment that materially impact consumer spending, the demand for our products and services and the availability of supply. Specifically, we experienced supply constraints in our product categories with high demand such as ink, cleaning and breakroom supplies, and technology products, and we may continue to face delays or difficulty sourcing these products.

For the reasons described in the “Recent Developments” section, our business is considered to be essential by most local jurisdictions, and as a result, the substantial majority of our retail locations have remained open and operational with the appropriate safety measures in place during the COVID-19 pandemic, including a curbside pickup option. Since late in the first quarter of 2020, we temporarily reduced our retail location hours by two hours daily, which continues to be in effect at the majority of our retail locations. We believe sales in our Retail Division may continue to be adversely impacted in 2021 and potentially longer. As there is uncertainty in the extent and duration of the impacts of the outbreak, we are unable to estimate the full impact at this time.

Product sales in 2020 and 2019 were also positively impacted by the increase in the volume of transactions where our customers buy online for pick up in our stores (“BOPIS”). BOPIS transactions are included in our Retail Division results because they are fulfilled with retail store inventory and serviced by retail store associates. Our BOPIS sales were $358 million in 2020 and $205 million in 2019, which represented increases of 75% and 8%, respectively, from the preceding years. We expect the increase in our BOPIS sales to continue during the COVID-19 pandemic.

Sales of services in our Retail Division decreased 25% in 2020 compared to 2019. The positive momentum we experienced in early 2020 from the expansion of our copy and print services and subscription volume was negatively impacted by a reduction in demand due to temporary closures of nonessential businesses, as well as the transition of a significant portion of our customers to a remote work and virtual learning environment, due to COVID-19. In 2019, sales of services were 6% higher compared to 2018. This increase was due to the expansion of our copy and print services and continued volume increase in subscription offerings.

We have historically reported our comparable store sales, which relate to retail stores that have been open for at least one year. Retail stores are removed from the comparable sales calculation one month prior to closing, as sales during that period are mostly related to clearance activity. Retail stores are also removed from the comparable sales calculation during periods of store remodeling, store closures due to hurricanes, natural disasters, epidemics/pandemics, or if significantly downsized. Our measure of comparable store sales has been applied consistently across periods but may differ from measures used by other companies. Due to the reduction in our retail location hours due to COVID-19, and the variability in COVID-19 related restrictions imposed by state and local governments such as occupancy levels and business regulations that can affect demand for our in-store products and services, comparable store sales are not a meaningful metric for 2020, and therefore is not provided. Comparable store sales decreased 4% in 2019 compared to 2018, reflecting lower store traffic, partially offset by higher conversion rate, year-over-year growth in BOPIS transactions, and an increase in loyalty program membership.

The Retail Division operating income increased 42% in 2020 compared to 2019. As a percentage of sales, this reflects a year-over-year increase of approximately 220 basis points. The increase in operating income was mostly attributable to lower selling, general and administrative expenses resulting from continuous efforts to optimize costs. These improvements have more than offset the flow-through impact of lower sales. The Retail Division operating income increased 1% in 2019 compared to 2018. As a percentage of sales, this reflects a year-over-year increase of approximately 30 basis points. The increase in operating income was mostly attributable to a higher gross margin rate achieved by improvements in distribution and inventory management costs. The increase was also attributable to lower selling, general and administrative expenses resulting from continuous efforts to optimize costs. The increase in operating income was partially offset by the flow-through impact of lower sales. The Retail Division's operating income results in 2019 and 2018 include the impact of investments in additional service delivery capabilities, sales training, and other customer-oriented initiatives.

At the end of 2020, the Retail Division operated a total of 1,154 retail stores in the United States, Puerto Rico and the U.S. Virgin Islands. Retail store opening and closing activity for the last three years has been as follows:

	Open at Beginning of Period	Closed	Opened	Open at End of Period
2018	1,378	19	2	1,361
2019	1,361	54	—	1,307
2020	**1,307**	**153**	**—**	**1,154**

Charges associated with store closures as part of a restructuring plan are reported in Asset impairments and Merger and restructuring expenses, net in the Consolidated Statements of Operations. In addition, as part of our periodic recoverability assessment of owned retail stores and distribution center assets, and operating lease ROU assets, we recognize impairment charges in the Asset impairments line item of our Consolidated Statements of Operations. These charges are reflected in Corporate reporting and are not included in the determination of Division operating income. Refer to "Corporate" discussion below for additional information regarding expenses incurred to date.

COMPUCOM DIVISION

(In millions)	**2020**	2019	2018
Sales			
Products	**$ 221**	$ 271	$ 233
Services	**633**	723	853
Total	**$ 854**	$ 994	$ 1,086
% change	**(14)%**	**(8)%**	N/A
Division operating income (loss)	**$ 14**	$ (2)	$ 17
% of sales	**2%**	—%	2%

Product sales in our CompuCom Division decreased 18% in 2020 compared to 2019. We experienced strong enterprise demand for computer and computer-related products in the latter part of the first quarter of 2020 as many businesses temporarily shifted to a work-from-home environment amid the COVID-19 outbreak. This was followed by lower demand during the remainder of 2020 as the immediate needs of business customers for such products diminished and a portion of our business customers continued to be temporarily closed due to restrictions put in place by local authorities that aim to prevent and reduce the spread of COVID-19. Product sales in our CompuCom Division increased 16% in 2019 compared to 2018, primarily driven by increased discipline in our selling process and improved relationships with our product manufacturer partners.

Sales of services in our CompuCom Division decreased 12% in 2020 compared to 2019. This was primarily due to lower project-related revenue from existing customer accounts and lower business volume. The reduction in project-related revenue is due to our customers pausing discretionary project spending amidst the COVID-19 outbreak and the uncertainty of its impact on the economy. Although sales of services have been declining since the beginning of 2019, we are continuing our efforts to stabilize and grow revenue in this Division. In connection with these efforts, we have placed greater emphasis on our core digital workplace offerings and adjusted our go-to-market approach, capitalizing on our ability to serve distributed and remote workforces through our capabilities to provision hardware, manage distributed technology and support end-users. Sales of services in our CompuCom Division decreased 15% in 2019 compared to 2018. This was primarily due to customer churn and lower project-related revenue from existing customer accounts, partially as a result of our targeted efforts to reduce certain unprofitable sales activities.

The CompuCom Division reported operating income of $14 million in 2020 compared to operating loss of $2 million in 2019. The year-over-year increase in operating profitability despite the flow-through impact of lower service sales volume was achieved through focused efforts to improve service delivery profitability coupled with reductions in operating costs. The CompuCom Division reported operating loss of $2 million in 2019 compared to operating income of $17 million in 2018. The year-over-year decrease in operating profitability was driven by lower sales volume, without a commensurate reduction in associated labor-related expenses. Operating results have been improving sequentially since the first quarter of 2019, which is mostly attributable to improved cost efficiencies as a result of our Business Acceleration Program. We continue to take actions to improve future operating performance at our CompuCom Division, which include sales and marketing efforts to accelerate growth, driving innovation in our offerings and automation to further enhance service delivery and, simplifying organizational structures to improve efficiency.

OTHER

(In millions)	**2020**	2019	2018
Sales			
Products	**$ 19**	$ 23	$ 10
Services	**(13)**	(12)	(4)
Total	**$ 6**	$ 11	$ 6
Other operating loss	**$ —**	$ —	$ (2)

Certain operations previously included in the International Division, including our global sourcing and trading operations in the Asia/Pacific region, which we have retained, are presented as Other. These operations primarily relate to the sale of products to former joint venture partners, and are not material in any period. Also included in Other is the elimination of intersegment revenues of $17 million in 2020, $14 million in 2019 and $11 million in 2018.

CORPORATE

The line items in our Consolidated Statements of Operations impacted by Corporate activities are presented in the table below, followed by a narrative discussion of the significant matters. These activities are managed at the Corporate level and, accordingly, are not included in the determination of Division income for management reporting or external disclosures.

(In millions)	**2020**	2019	2018
Asset impairments	**$ 431**	$ 56	$ 7
Merger and restructuring expenses, net	**121**	116	72
Legal expense accrual	**—**	—	25
Total charges and credits impact on Operating income	**$ 552**	$ 172	$ 104

In addition to these charges and credits, certain selling, general and administrative expenses are not allocated to the Divisions and are managed at the Corporate level. Those expenses are addressed in the section “Unallocated Costs” below.

Asset impairments

Asset impairment charges are comprised of the following:

(In millions)	**2020**	2019	2018
Retail stores	**$ 60**	$ 54	$ 6
Goodwill and other intangible assets	**363**	2	1
Other	**8**	—	—
Total Asset impairments	**$ 431**	$ 56	$ 7

In 2020, 2019 and 2018, we recognized asset impairment charges of $431 million, $56 million and $7 million, respectively. Of the asset impairment charges in 2020, $363 million was related to impairment of goodwill in our CompuCom and Contract reporting units and other intangible assets, $48 million was related to the impairment of operating lease ROU assets associated with our retail store locations, and the remainder was related to impairment of fixed assets and a cost method investment. Of the asset impairment charges in 2019, $46 million was related to the impairment of operating lease ROU assets associated with our retail store locations, $8 million was related to impairment of fixed assets at these retail store locations, and the remaining $2 million related to write-down of intangible assets that are not currently used.

We regularly review retail store assets for impairment indicators at the individual store level, as this represents the lowest level of identifiable cash flows. When indicators of impairment are present, a recoverability analysis is performed which considers the estimated undiscounted cash flows over the retail store's remaining life and uses inputs from retail operations and accounting and finance personnel. These inputs include our best estimates of retail store-level sales, gross margins, direct expenses, exercise of future lease renewal options when reasonably certain to be exercised, and resulting cash flows, which, by their nature, include judgments about how current initiatives will impact future performance. In 2020, the assumptions used within the recoverability analysis for the retail stores were updated to consider current quarter retail store operational results and formal plans for future retail store closures as part of our restructuring programs, including the probability of closure at the retail store level. While it is generally expected that closures will approximate the store's lease termination date, it is possible that changes in store performance or other conditions could result in future changes in assumptions utilized. In addition, the assumptions used reflected declining sales over the forecast period, and gross margin and operating cost assumptions that are consistent with recent actual results and consider plans for future initiatives. If the undiscounted cash flows of a retail store cannot support the carrying amount of its assets, the assets are impaired and written down to estimated fair value. Our retail store assets recoverability analyses in 2020 also included the impact of the COVID-19 pandemic on the operations of our retail stores as described in the "Retail Division" section. As discussed above, there is uncertainty regarding the impact of the COVID-19 pandemic on the results of our operations in 2021 and beyond, which could result in future impairments of store assets if deemed unrecoverable.

During the second quarter of 2020, due to the macroeconomic impacts of COVID-19 on our current and projected future results of operations, we determined that an indicator of potential impairment existed requiring an interim quantitative goodwill impairment test for our CompuCom and Contract reporting units. The Contract reporting unit is a component of our Business Solutions Division. The quantitative goodwill impairment test indicated that the carrying value of the CompuCom and Contract reporting units exceeded their fair value, and impairment charges of $237 million and $115 million, respectively, were recorded for these reporting units. CompuCom's trade name, which is an indefinite-lived intangible asset, was also tested for impairment during this quantitative assessment and an impairment charge of $11 million was recorded to reduce its carrying amount in the second quarter of 2020. At December 26, 2020, the CompuCom reporting unit and the Contract reporting unit have goodwill of $215 million and $241 million, respectively. These non-cash impairment charges are presented within the Asset impairments line in the accompanying Condensed Consolidated Statements of Operations year-to-date 2020. Refer to Note 9. "Goodwill and Other Intangible Assets" in Notes to Consolidated Financial Statements for additional information regarding the drivers of decline in the fair values of our CompuCom and Contract reporting units as well as the methodologies, key inputs and assumptions used in determining the fair value estimates.

During the fourth quarter of 2020, we performed our annual impairment assessment, which was as of the first day of fiscal month December. Our annual impairment assessment in the fourth quarter of 2020 was performed using a quantitative assessment for all reporting units. The quantitative assessment combined the income approach and the market approach valuation methodologies and concluded that the fair value of all our reporting units exceed their carrying amounts. As the carrying value of the goodwill for CompuCom and Contract reporting units were written down to fair value recently during the second quarter of 2020, their margin of passage during the annual impairment assessment were approximately 12%. We will continue to evaluate the recoverability of goodwill at the reporting unit level on an annual basis and whenever events or changes in circumstances indicate there may be a potential impairment. Further, while we are currently in a strong liquidity and capital position, a significant deterioration may have a material impact on our liquidity and capital in future periods.

Merger and restructuring expenses, net

Since 2017, we have taken actions to optimize our asset base and drive operational efficiencies. These actions include acquiring profitable businesses, closing underperforming retail stores and non-strategic distribution facilities, consolidating functional activities, eliminating redundant positions and disposing of non-strategic businesses and assets. The expenses and any income recognized directly associated with these actions are included in Merger and restructuring expenses, net on a separate line in the Consolidated Statements of Operations in order to identify these activities apart from the expenses incurred to sell to and service our customers. These expenses are not included in the determination of Division operating income. Merger and restructuring expenses, net were $121 million in 2020, $116 million in 2019 and $72 million in 2018.

Maximize B2B Restructuring Plan

In May 2020, our Board of Directors approved a restructuring plan to realign our operational focus to support our "business-to-business" solutions and IT services business units and improve costs. Implementation of the Maximize B2B Restructuring Plan (as defined in Note 3. "Merger and Restructuring Activity" in Notes to Consolidated Financial Statements) is expected to be substantially completed by the end of 2023. The Maximize B2B Restructuring Plan aims to generate savings through optimizing our retail footprint, removing costs that directly support our Retail business and additional measures to implement a company-wide low-cost business model, which will then be invested in accelerating the growth of our business-to-business platform. The plan is broader than restructuring programs we have implemented in the past and includes closing and/or consolidating retail stores and distribution facilities and the reduction of up to 13,100 employee positions by the end of 2023. We are evaluating the number of retail store and distribution facility closures and/or consolidations, as well as the timing of any such closures and/or consolidations, however we generally expect that closures will approximate the store's lease termination date. We closed 70 retail stores and two distribution facilities under the Maximize B2B Restructuring Plan in 2020. Total estimated restructuring costs related to the Maximize B2B Restructuring Plan are expected to be up to $143 million, comprised of:

(a) severance and related employee costs of approximately $55 million;

(b) facility closure costs of approximately $51 million, which are mainly related to retail stores; and

(c) other costs, including contract termination costs, to facilitate the execution of the Maximize B2B Restructuring Plan of approximately $37 million.

These total estimated restructuring costs of up to $143 million above are expected to be cash expenditures through 2023 and funded primarily with cash on hand and cash from operations. As part of the optimization of our Retail footprint, potential closure prior to lease terms were considered. However, it is generally expected that closures would approximate their lease termination dates. Changes in future economic conditions and events may influence the decisions made which would not be a part of this plan. If stores are determined to be closed before the end of their lease term and the fair values of their assets are not sufficient to cover their carrying amounts, we may also incur non-cash asset impairment charges related to the operating lease ROU assets and fixed assets at these locations. The timing and amount of these future impairments will be dependent upon the decisions that will be made and whether the closures or disposals occur prior to the lease maturity dates or useful lives of the assets involved. Impairment charges on these assets, if any, will be reflected on the Asset impairments line item of our Consolidated Statements of Operations.

In 2020, we incurred $81 million in restructuring expenses associated with the Maximize B2B Restructuring Plan which consisted of $45 million in employee severance, $7 million in third-party professional fees, $5 million in contract termination costs, and $24 million of retail store and facility closure and other costs that were mainly related to facility closure accruals, gains and losses on asset dispositions, and accelerated depreciation. Of these amounts, $28 million were cash expenditures in 2020.

Business Acceleration Program

In May 2019, our Board of Directors approved the Business Acceleration Program, a company-wide, multi-year, cost reduction and business improvement program to systematically drive down costs, improve operational efficiencies, and enable future growth investments. In connection with the Business Acceleration Program, we closed 82 underperforming retail stores and one other facility in 2020, and seven other facilities, consisting of distribution centers and sales offices, were closed in 2019. We incurred $101 million in restructuring expenses to implement the Business Acceleration Program since its inception in 2019 through the end of 2020, of which $98 million were cash expenditures funded primarily with cash on hand and cash from operations. The Business Acceleration Program was completed by the end of 2020.

In 2020, we incurred $19 million in restructuring expenses associated with the Business Acceleration Program which consisted of $11 million in third-party professional fees and $8 million of retail store and facility closure costs and other. We made cash expenditures of $29 million for the Business Acceleration Program in 2020.

Other

Included in restructuring expenses in 2019 and 2018 are $8 million and $5 million, respectively, of costs incurred in connection with our Comprehensive Business Review, a program announced in 2016 and concluded at the end of 2019. Under the Comprehensive Business review, we closed a total of 208 retail stores, and the costs incurred included severance, facility closure costs, contract termination, accelerated depreciation, relocation and disposal gains and losses, as well as other costs associated with retail store closures.

Additionally, restructuring expenses in 2020 included $3 million in third-party professional fees incurred in connection with the Reorganization, and restructuring expenses in 2018 included professional fees of $11 million associated with planning our multi-year strategic transformation.

Refer to Note 3. "Merger and Restructuring Activity" in Notes to Consolidated Financial Statements for an extensive analysis of these Corporate charges.

Legal Expense Accrual

During 2018, we recorded $25 million of legal expense accrual that was paid in 2019 in connection with certain settlement discussions we had undertaken with the Federal Trade Commission.

Unallocated Expenses

We allocate to our Divisions functional support expenses that are considered to be directly or closely related to segment activity. These allocated expenses are included in the measurement of Division operating income. Other companies may charge more or less for functional support expenses to their segments, and our results, therefore, may not be comparable to similarly titled measures used by other companies. The unallocated expenses primarily consist of the buildings used for our corporate headquarters and personnel not directly supporting the Divisions, including certain executive, finance, legal, audit and similar functions. Unallocated expenses also include the pension credit related to the frozen OfficeMax pension and other benefit plans. Additionally, the pension plan in the United Kingdom that has been retained by us in connection with the sale of the European Business, as well as certain general and administrative costs previously allocated to the International Division that have been excluded from the discontinued operations measurement have been included in corporate unallocated expenses.

Unallocated expenses were $105 million, $100 million, and $93 million in 2020, 2019, and 2018, respectively. The increase in 2020 compared to 2019 is primarily due to higher legal fees and contract termination costs, partially offset by savings associated with our Business Acceleration Program initiatives. The increase in 2019 compared to 2018 is primarily resulted from higher incentive expenses associated with our overall performance in 2019, partially offset by savings associated with our Business Acceleration Program initiatives.

Other Income and Expense

(In millions)	**2020**	2019	2018
Interest income	**$ 4**	$ 23	$ 25
Interest expense	**(42)**	(89)	(121)
Loss on extinguishment and modification of debt	**(12)**	—	(15)
Other income, net	**7**	21	15

Interest income includes $2 million in 2020, $19 million in 2019 and $19 million in 2018, related to the Timber notes receivable, including amortization of the fair value adjustment recorded in purchase accounting. Interest expense includes non-recourse debt interest, including amortization of the fair value adjustment recorded in purchase accounting, amounting to $14 million in 2019 and $18 million in 2018. Refer to Note 10. “Timber Notes/Non-Recourse Debt” and Note 11. “Debt” in Notes to Consolidated Financial Statements for additional information.

In the fourth quarter of 2017, we entered into a $750 million Term Loan Credit Agreement (as defined in Note 11. “Debt” in Notes to Consolidated Financial Statements), due 2022. Borrowings under the Term Loan Credit Agreement were issued with an original issue discount, at an issue price of 97.00%, and incurred interest at a rate per annum equal to LIBOR plus 7.00%. In the fourth quarter of 2018, we entered into the First Amendment (as defined in Note 11. “Debt” in Notes Consolidated Financial Statements) to reduce the interest rate from LIBOR plus 7.00% to LIBOR plus 5.25%. In connection with the applicable interest rate reduction, we also made a voluntary repayment under the Term Loan Credit Agreement in the amount of $194 million. As a result, we recognized a $15 million loss on modification of debt in 2018, which consists of a 1% prepayment premium and the write-off of unamortized deferred financing costs and original issue discount in an amount proportional to the term loan repaid. We recorded $10 million, $40 million and $70 million of interest expense in 2020, 2019 and 2018, respectively, related to the Term Loan Credit Agreement. In April 2020, we repaid the remaining balance under the Term Loan Credit Agreement in full and terminated it. We recognized $12 million of loss from the extinguishment and modification of debt related to this transaction in 2020, which primarily included the write-off of the remaining unamortized original issue discount and debt issuance costs of the Term Loan Credit Agreement.

In April 2020, we entered into the Third Amended Credit Agreement which provided for an aggregate principal amount of up to $1.3 billion asset-based revolving credit facility and asset-based FILO Term Loan Facility (as defined in Note 11. “Debt” in Notes to Consolidated Financial Statements), maturing in April 2025. We recorded $6 million of interest expense in 2020 related to the Third Amended Credit Agreement. Refer to Note 11. “Debt” in Notes to Consolidated Financial Statements for additional information.

Income Taxes

(In millions)	**2020**	2019	2018
Income tax expense	**$ 24**	$ 47	$ 59
Effective income tax rate*	**(8)%**	32%	37%

* Income taxes as a percentage of income from continuing operations before income taxes.

Our effective tax rate of (8)% in 2020 differs from the statutory rate of 21% primarily due to the impact of goodwill impairment, state taxes, excess tax deficiencies associated with stock-based compensation awards and certain nondeductible items, adjustments to certain tax benefits and the mix of income and losses across U.S. and non-U.S. jurisdictions. Our effective tax rate of 32% in 2019 differs from the statutory rate of 21% primarily due to the impact of state taxes and certain nondeductible items, the recognition of valuation allowances, and our mix of income and losses across U.S. and non-U.S. jurisdictions. Our effective tax rate of 37% in 2018 reflected the same Federal marginal tax rate of 21% and the impact of our mix of income and losses across US and non-US jurisdictions. In addition, the 2018 rate was impacted by several discrete items including the impact of a potentially nondeductible legal settlement, the impact of excess tax deficiencies associated with stock-based compensation awards, state taxes, and certain other nondeductible items. As a result, our effective tax rates were (8)% in 2020, 32% in 2019 and 37% in 2018.

As a result of the Tax Cuts and Jobs Act, the Alternative Minimum Tax (AMT) for corporations was repealed. In addition, any unused AMT Credits that remain unused for tax years after 2017 can be refunded. For the 2020 tax year, we received a cash refund of $44 million of our credits in the third quarter. For 2019, we received a $44 million refund in the fourth quarter of 2019. We have no remaining AMT credits available for refund or to offset taxes as of 2020. These amounts are reflected as a reduction of deferred tax assets.

We recognized a large deferred tax liability related to the maturity of the Timber Note Receivable. The entire deferred gain was recognized resulting in significant taxable income in the first quarter of 2020. It was largely offset by available capital loss carryforwards, both Federal and state, state net operating losses, and any remaining Federal credits and carryforwards.

We continue to have a U.S. valuation allowance for certain U.S. Federal credits and state tax attributes, which relate to deferred tax assets that require either certain types of income or for income to be earned in certain jurisdictions in order to be realized. We will continue to assess the realizability of our deferred tax assets in the U.S. and remaining foreign jurisdictions in future periods. Changes in pretax income projections could impact this evaluation in future periods.

It is anticipated that no material tax positions will be resolved within the next 12 months. Additionally, we anticipate that it is reasonably possible that new issues will be raised or resolved by tax authorities that may require changes to the balance of unrecognized tax benefits; however, an estimate of such changes cannot reasonably be made.

We file a U.S. Federal income tax return and other income tax returns in various states and foreign jurisdictions. With few exceptions, we are no longer subject to U.S. Federal and state and local income tax examinations for years before 2019 and 2015, respectively. The acquired OfficeMax U.S. consolidated group is no longer subject to U.S. Federal income tax examination and with few exceptions, is no longer subject to U.S. state and local income tax examinations for years prior to 2015. Our U.S. Federal income tax returns for 2019 are currently under review. Generally, we are subject to routine examination for years 2015 and forward in our international tax jurisdictions.

Refer to Note 6. “Income Taxes” in Notes to Consolidated Financial Statements for additional tax discussion.

Discontinued Operations

Refer to Note 18. “Discontinued Operations” in Notes to Consolidated Financial Statements.

LIQUIDITY AND CAPITAL RESOURCES

LIQUIDITY

At December 26, 2020, we had $729 million in cash and cash equivalents, an increase of $31 million from December 28, 2019. In addition, at the end of fiscal 2020 we had $934 million of available credit under the Third Amended Credit Agreement (as defined in Note 11. “Debt” in Notes to Consolidated Financial Statements) based on the December 2020 borrowing base certificate, for a total liquidity of approximately $1.7 billion, increased from $1.6 billion at the end of fiscal 2019. Despite the weaker global economic conditions and the uncertainties related to the impacts of the COVID-19 pandemic, we currently believe that as a result of our strong financial position, including our cash and cash equivalents on hand, availability of funds under the Third Amended Credit Agreement, and future year cash flows generated from operations, we will be able to fund our working capital, capital expenditures, debt repayments, common stock repurchases, dividends (if any), merger integration and restructuring expenses, and future acquisitions consistent with our strategic growth initiatives for at least twelve months from the date of this Annual Report.

Financing

As disclosed in Note 11. “Debt” in Notes to Consolidated Financial Statements, on April 17, 2020, we entered into the Third Amended and Restated Credit Agreement, which provides for a $1.2 billion asset-based revolving credit facility and a $100 million asset-based FILO Term Loan Facility, for an aggregate principal amount of up to $1.3 billion (the “New Facilities”). The New Facilities mature in April 2025. The Third Amended and Restated Credit Agreement replaces our then existing amended and restated credit agreement that was due to mature in May 2021. Upon the closing of the transaction, we made an initial borrowing in the amount of $400 million under the New Facilities. These proceeds, along with available cash on hand, were used to repay in full the remaining $388 million balance under the Term Loan Credit Agreement and terminate it and to repay approximately $66 million of other debt and related interest. We recognized $12 million of loss from the extinguishment and modification of debt related to this transaction in the second quarter of 2020, which primarily included the write-off of the remaining unamortized original issue discount and debt issuance costs of the Term Loan Credit Agreement as of the closing date of the transaction. During the third quarter of 2020, we repaid $300 million of revolving loans outstanding under the Third Amended Credit Agreement.

There were no revolving loans outstanding, $100 million of outstanding FILO Term Loan Facility loans, and $55 million of outstanding standby letters of credit under the Third Amended Credit Agreement at the end of 2020, and we were in compliance with all applicable covenants as of December 26, 2020.

As disclosed in Note 10. “Timber Notes/Non-Recourse Debt” in Notes to Consolidated Financial Statements, during the third quarter of 2019, through a bankruptcy remote indirect subsidiary, we entered into a term loan agreement which provided for us to receive a $735 million loan on October 31, 2019 (the “Bridge Loan”) that was used to refinance our Securitization Notes. We received a net cash payment of $87.7 million upon maturity of the Installment Notes and the Bridge Loan on January 29, 2020, which were net settled as they were with the same third-party financial institution. This amount includes principal of $82.5 million and interest of $5.2 million.

Tax refund

As noted in the “Income Taxes” section above, we received a refund of unutilized AMT credits of $44 million in 2020.

Strategic Transformation

In addition to the acquisitions disclosed herein, we have evaluated, and expect to continue to evaluate, possible acquisitions and dispositions of businesses and assets in connection with our strategic transformation. Such transactions may be material and may involve cash, our securities or the incurrence of additional indebtedness (Refer to Note 2. “Acquisitions” in Notes to Consolidated Financial Statements for additional information).

Capital Expenditures

In 2021, we expect to incur capital expenditures of up to approximately $120 million, including investments to support our business priorities. These expenditures will be funded through available cash on hand and operating cash flows.

Capital Return Programs – Share Repurchases and Dividends

In November 2018, our Board of Directors approved a stock repurchase program of up to $100 million of our common stock effective January 1, 2019, which extended until the end of 2020. In November 2019, the Board of Directors approved an increase in the authorization of the existing stock repurchase program of up to $200 million and extended the program through the end of 2021. The current authorization includes the remaining authorized amount under the existing stock repurchase program and may be suspended or discontinued at any time. The stock repurchase authorization permits us to repurchase stock from time-to-time through a combination of open market repurchases, privately negotiated transactions, 10b5-1 trading plans, accelerated stock repurchase transactions and/or other derivative transactions. The exact number and timing of stock repurchases will depend on market conditions and other factors, and will be funded through available cash balances. Our Third Amended Credit Agreement permits restricted payments, such as common stock repurchases, but may be limited if we do not meet the required minimum liquidity or fixed charge coverage ratio requirements. The authorized amount under the stock repurchase program excludes fees, commissions or other expenses. As a result of the continued economic uncertainty due to COVID-19, our Board of Directors temporarily suspended the stock repurchase program in May 2020, however, the stock repurchase authorization remained effective. In November 2020, our Board of Directors approved the resumption of the stock repurchase program beginning in the fourth quarter of 2020, which will run through the end of 2021. Under the stock repurchase program, we purchased approximately 1 million shares at the cost of $30 million in 2020.

In order to preserve liquidity during the COVID-19 pandemic and in light of the uncertainties as to its duration and economic impact, in May 2020, our Board of Directors temporarily suspended the Company’s quarterly cash dividend beginning in the second quarter of fiscal 2020. There was no quarterly cash dividend declared and paid in the second, third, or fourth quarters of fiscal 2020, and our quarterly cash dividend remains temporarily suspended. Prior to its temporary suspension, dividends have been recorded as a reduction to additional paid-in capital as we are in an accumulated deficit position. Our Third Amended Credit Agreement permits restricted payments, such as dividends, but may be limited if we do not meet the required minimum liquidity or fixed charge coverage ratio requirements.

We will continue to evaluate our capital return programs as appropriate. Decisions regarding future share buybacks and dividends are within the discretion of our Board of Directors, and depend on a number of factors, including, general business and economic conditions, which includes the impact of COVID-19 on such conditions, and other factors which are discussed in this discussion and analysis and “Risk Factors” within Other Key Information in this Annual Report.

CASH FLOWS

Cash provided by (used in) operating, investing and financing activities of continuing operations is summarized as follows:

(In millions)	**2020**	2019	2018
Operating activities of continuing operations	**$ 485**	$ 366	$ 616
Investing activities of continuing operations	**736**	(119)	(249)
Financing activities of continuing operations	**(1,193)**	(212)	(414)

Operating Activities from Continuing Operations

Cash provided by operating activities was $485 million in 2020, compared to $366 million in 2019. This increase in cash flows from operating activities was primarily driven by $208 million more cash inflows from working capital and $9 million less cash outflows for contingent consideration payment, partially offset by $91 million less usage of deferred tax assets against current obligations. Working capital is influenced by a number of factors, including period end sales, the flow of goods, credit terms, timing of promotions, vendor production planning, new product introductions and working capital management. In 2020, the primary driver for working capital improvements was the reduction in our receivables as a result of improved collections and lower sales on credit, and a decrease in our inventories. After adjusting for non-cash charges, net income in 2020 was consistent with the corresponding period in 2019.

Cash provided by operating activities of continuing operations decreased by $250 million during 2019 when compared to 2018. This was primarily driven by significant working capital improvements recognized in 2018 that were not replicated in 2019. Cash outflows associated with our Business Acceleration Program of approximately $69 million, a $25 million legal settlement payment which is included in the change in net working capital, and a payment in the amount of $11 million for contingent consideration related to an acquisition were other significant contributors to the decrease in cash flow from operating activities.

For our accounting policy on cash management, refer to Note 1. “Summary of Significant Accounting Policies” in Notes to Consolidated Financial Statements.

Investing Activities from Continuing Operations

Cash provided by investing activities was $736 million in 2020, which was primarily driven by the cash proceeds from the collection of the Timber notes receivable of $818 million, and partially offset by $30 million in business acquisitions, net of cash acquired, and $68 million in capital expenditures associated with improvements in our service platform, distribution network, and eCommerce capabilities.

Cash used in investing activities of continuing operations was $119 million in 2019, primarily driven by $150 million in capital expenditures associated with our service platform, distribution network, retail experience, and eCommerce capabilities. In addition, we spent $22 million in business acquisitions, net of cash acquired. These cash outflows from investing activities were partially offset by net cash proceeds of $50 million associated with the disposal of non-strategic assets.

Financing Activities from Continuing Operations

Cash used in financing activities of continuing operations was $1.2 billion in 2020. The cash outflow in 2020 primarily consisted of activity related to our debt, which included $735 million Non-recourse debt retirement, $388 million Term Loan Credit Agreement retirement, repayment of $64 million of borrowings associated with our company-owned life insurance policies, $300 million of payments under our Third Amended Credit Agreement, $41 million of payments on other short- and long-term borrowings, $9 million revenue bond maturity, and $6 million of debt related fees, offset by $400 million of debt proceeds under the Third Amended Credit Agreement. We also used $13 million in payment of cash dividends, $30 million in repurchases of common stock, including commissions, and $1 million acquisition contingent consideration payment up to the amount of the acquisition-date liability in 2020.

Cash used in financing activities of continuing operations was $212 million in 2019, primarily driven by $98 million net repayments on long- and short-term borrowings, $55 million in cash dividends, $40 million in repurchases of common stock, including commissions, and a $12 million acquisition contingent consideration payment up to the amount of the acquisition-date liability.

Discontinued Operations

Cash provided by operating and investing activities of discontinued operations is summarized as follows:

(In millions)	2018
Operating activities of discontinued operations	$ 11
Investing activities of discontinued operations	66

Cash flows from operating activities of discontinued operations reflect cash movements between continuing operating and discontinued operating entities up until the sale of the individual businesses included in the disposal group. All intercompany transactions between discontinued and continuing operating entities are eliminated in consolidation. As disclosed in Note 18. "Discontinued Operations" in Notes to Consolidated Financial Statements, all discontinued operations were sold in 2018. Accordingly, there were no cash activities of discontinued operations in 2020 and 2019.

Cash flows provided by investing activities of discontinued operations in 2018 reflect the sale of our former businesses in Australia and New Zealand, net of $6 million paid for professional fees and other closing costs.

Off-Balance Sheet Arrangements

As of December 26, 2020, we had retail stores and other facilities and equipment under operating lease agreements, which are included in the table within the Contractual Obligations section below. Most of these are no longer off-balance sheet arrangements with the adoption of the new lease accounting standard in 2019. Refer to Note 1. "Summary of Significant Accounting Policies" and Note 12. "Leases" in Notes to Consolidated Financial Statements for additional information about the new lease accounting standard. In addition, Note 17. "Commitments and Contingencies" in Notes to Consolidated Financial Statements describes certain of our arrangements that contain indemnifications.

Contractual Obligations

The following table summarizes our contractual cash obligations at December 26, 2020, and the effect such obligations are expected to have on liquidity and cash flow in future periods. Some of the figures included in this table are based on management's estimates and assumptions about these obligations, including their duration, the possibility of renewal, anticipated actions by third parties and other factors. Because these estimates and assumptions are necessarily subjective, the amounts we will actually pay in future periods may vary from those reflected in the table.

	Payments Due by Period				
(In millions)	Total	2021	2022-2023	2024-2025	Thereafter
Contractual Obligations					
Recourse debt:					
Long-term debt obligations (1)	$ 384	$ 20	$ 137	$ 122	$ 105
Finance lease obligations (2)	88	25	36	17	10
Operating lease obligations (2)	1,577	420	612	312	233
Purchase obligations (3)	165	95	58	12	—
Total contractual cash obligations	$ 2,214	$ 560	$ 843	$ 463	$ 348

(1) Long-term debt obligations consist primarily of expected payments (principal and interest) on our $100 million of outstanding FILO Term Loan Facility loans under the Third Amended Credit Agreement and $176 million of revenue bonds at various interest rates.

(2) Finance and operating lease payments include $10 million and $91 million, respectively, related to options to extend lease terms that are reasonably certain of being exercised. Refer to Note 12. "Leases" in Notes to Consolidated Financial Statements for additional information about our operating and finance lease obligations.

(3) Purchase obligations include all commitments to purchase goods or services of either a fixed or minimum quantity that are enforceable and legally binding on us that meet any of the following criteria: (1) they are non-cancelable, (2) we would incur a penalty if the agreement was cancelled, or (3) we must make specified minimum payments even if we do not take delivery of the contracted products or services. If the obligation is non-cancelable, the entire value of the contract is included in the table. If the obligation is cancelable, but we would incur a penalty if cancelled, the dollar amount of the penalty is included as a purchase obligation.

If we can unilaterally terminate an agreement simply by providing a certain number of days' notice or by paying a termination fee, we have included the amount of the termination fee or the amount that would be paid over the "notice period." As of December 26, 2020, purchase obligations include marketing services, outsourced accounting services, certain fixed assets and software licenses, service and maintenance contracts for information technology and communication. Contracts that can be unilaterally terminated without a penalty have not been included.

Our Consolidated Balance Sheet as of December 26, 2020 includes $197 million classified as Deferred income taxes and other long-term liabilities. Deferred income taxes and other long-term liabilities primarily consist of net long-term deferred income taxes, deferred lease credits, long-term restructuring accruals, certain liabilities under our deferred compensation plans, accruals for uncertain tax positions, and environmental accruals. Certain of these liabilities have been excluded from the above table as either the amounts are fully funded or the timing and/or the amount of any cash payment is uncertain. Refer to Note 3. "Merger and Restructuring Activity" in Notes to Consolidated Financial Statements for a discussion of our restructuring accruals and Note 6. "Income Taxes" in Notes to Consolidated Financial Statements for additional information regarding our deferred tax positions and accruals for uncertain tax positions.

Our Consolidated Balance Sheet as of December 26, 2020 also includes $44 million of current and non-current pension and postretirement obligations, which is also excluded from the table above, as the timing of the cash payments is uncertain. Our estimate is that payments in future years will total $35 million. This estimate represents the minimum contributions required per Internal Revenue Service funding rules and our estimated future payments under pension and postretirement plans. Actuarially-determined liabilities related to pension and postretirement benefits are recorded based on estimates and assumptions. Key factors used in developing estimates of these liabilities include assumptions related to discount rates, rates of return on investments, healthcare cost trends, benefit payment patterns and other factors. Changes in assumptions related to the measurement of funded status could have a material impact on the amount reported. Refer to Note 15. "Employee Benefit Plans" in Notes to Consolidated Financial Statements for additional information.

In addition to the above, we have outstanding standby letters of credit totaling $55 million at December 26, 2020.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America. Preparation of these statements requires management to make judgments and estimates. Some accounting policies and estimates have a significant impact on amounts reported in these financial statements. A summary of significant accounting policies can be found in Note 1. "Summary of Significant Accounting Policies" in Notes to Consolidated Financial Statements. We have also identified certain accounting policies and estimates that we consider critical to understanding our business and our results of operations and we have provided below additional information on those policies.

Inventory valuation — Inventories are stated at the lower of weighted average cost or net realizable value. We monitor active inventory for excessive quantities and slow-moving items and record adjustments as necessary to lower the value if the anticipated realizable amount is below cost. We also identify merchandise that we plan to discontinue or have begun to phase out and assess the estimated recoverability of the carrying value. This includes consideration of the quantity of the merchandise, the rate of sale, and our assessment of current and projected market conditions and anticipated vendor programs. If necessary, we record a charge to cost of sales to reduce the carrying value of this merchandise to our estimate of the lower of cost or realizable amount. Additional promotional activities may be initiated, and markdowns may be taken as considered appropriate until the product is sold or otherwise disposed. Estimates and judgments are required in determining what items to stock and at what level, and what items to discontinue and how to value them prior to sale.

We also recognize an expense in cost of sales for our estimate of physical inventory loss from theft, short shipments and other factors — referred to as inventory shrink. During the year, we adjust the estimate of our inventory shrink rate accrual following on-hand adjustments and our physical inventory count results. These changes in estimates may result in volatility within the year or impact comparisons to other periods.

Vendor arrangements — Inventory purchases from vendors are generally under arrangements that automatically renew until cancelled with periodic updates or annual negotiated agreements. Many of these arrangements require the vendors to make payments to us or provide credits to be used against purchases if and when certain conditions are met. We refer to these arrangements as "vendor programs." Vendor programs fall into two broad categories, with some underlying sub-categories. The first category is volume-based rebates. Under those arrangements, our product costs per unit decline as higher volumes of purchases are reached. Current accounting rules provide that companies with a reasonable basis for estimating their full year purchases, and therefore the ultimate rebate level, can use that estimate to value inventory and cost of goods sold throughout the year. We believe our history of purchases with many vendors provides us with a basis for our estimates of purchase volume. If the anticipated volume of purchases is not reached, however, or if we form the belief at any point in the year that it is not likely to be reached, cost of goods sold and the remaining inventory balances are adjusted to reflect that change in our outlook. We review sales projections and related purchases against vendor program estimates at least quarterly and adjust these balances accordingly.

The second broad category of arrangements with our vendors is event-based programs. These arrangements can take many forms, including advertising support, special pricing offered by certain of our vendors for a limited time, payments for special placement or promotion of a product, reimbursement of costs incurred to launch a vendor's product, and various other special programs. These payments are classified as a reduction of costs of goods sold or inventory, based on the nature of the program and the sell-through of the inventory. Some arrangements may meet the specific, incremental, identifiable cost criteria that allow for direct operating expense offset, but such arrangements are not significant.

Vendor programs are recognized throughout the year based on judgment and estimates and amounts due from vendors are generally settled throughout the year based on purchase volumes. The final amounts not already collected from vendors are generally known soon after year-end and are reflected in our results of operations. Substantially all vendor program receivables outstanding at the end of the year are settled within the three months following year-end. We believe that our historical collection rates of these receivables provide a sound basis for our estimates of anticipated vendor payments throughout the year.

Long-lived asset impairments — Long-lived assets with identifiable cash flows are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. We assess recovery of the asset or asset groups using estimates of cash flows directly associated with the future use and eventual disposition of the asset or asset groups. If anticipated cash flows are insufficient to recover the asset on an undiscounted basis, impairment is measured as the difference between the asset's estimated fair value (generally, the discounted cash flows or its salvage value) and its carrying value, and any costs of disposition. Factors that could trigger an impairment assessment include, among others, a significant change in the extent or manner in which an asset is used or the business climate that could affect the value of the asset. As restructuring activities continue, we may identify assets or asset groups for sale or abandonment and incur impairment charges.

Because of declining sales, store assets are reviewed periodically throughout the year for recoverability of their asset carrying amounts. The frequency of this test may change in future periods if performance warrants. The analysis uses input from retail store operations and our accounting and finance personnel that organizationally report to the Chief Financial Officer. These projections are based on our estimates of store-level sales, gross margins, direct expenses, and resulting cash flows and, by their nature, include judgments about how current initiatives will impact future performance.

Important assumptions used in these projections include an assessment of future overall economic conditions, our ability to control future costs, maintain aspects of positive performance, and successfully implement initiatives designed to enhance sales and gross margins. Our assumptions in 2020 also included the impact of the COVID-19 pandemic on store asset recoverability. Due to the nature of products sold, our retail stores were considered to be essential by most local jurisdictions and as a result, the substantial majority of our retail stores have remained open and operational with the appropriate safety measures in place since the beginning of the COVID-19 outbreak, including a curbside pickup option. Since late in the first quarter of 2020, we have temporarily reduced retail location hours by two hours daily, which continues to be in effect at the majority of our retail locations. Our recoverability assessment in 2020 included evaluating the impact of these developments. To the extent our estimates of future performance are not realized, future assessments could result in material impairment charges.

Goodwill and other intangible assets — Goodwill represents the excess of the purchase price of an acquired entity over the fair value of the net tangible and intangible assets acquired and liabilities assumed in a business combination. We review the carrying amount of goodwill at the reporting unit level on an annual basis as of the first day of fiscal month December, or more frequently, if events or changes in circumstances suggest that goodwill may not be recoverable. For those reporting units where events or change in circumstances indicate that potential impairment indicators exist, we perform a quantitative assessment to determine whether the carrying amount of goodwill can be recovered. A significant amount of judgment is involved in determining if an indicator of impairment has occurred.

When performing the annual goodwill impairment test, we may start with an optional qualitative assessment which involves the evaluation of all events and circumstances, including both positive and negative events, in their totality, to determine whether it is not more likely than not that the fair value of a reporting unit is less than its carrying amount. If we bypass the qualitative assessment, or if the qualitative assessment indicates that a quantitative analysis should be performed, we evaluate goodwill for impairment by comparing the fair value of a reporting unit to its carrying value, including the associated goodwill. We estimate the reporting unit's fair value using discounted cash flow analysis and market-based evaluations, when available. If the carrying amount of the reporting unit exceeds the estimated fair value, an impairment charge is recorded to reduce the carrying value to the estimated fair value. We typically use a combination of valuation approaches that are dependent on several significant estimates and assumptions related to forecasts of future revenues, cost of sales, expenses and the weighted-average cost of capital for each reporting unit. These estimates and assumptions included consideration related to the impact of COVID-19 on our reporting units. Any adverse change in these factors could have a significant impact on the recoverability of goodwill and could have a material impact on our financial statements. Refer to Note 9. "Goodwill and Other Intangible Assets" in Notes to Consolidated Financial Statements for additional information.

Other intangible assets primarily include customer relationship values, trade names and technology, which primarily related to the CompuCom acquisition and OfficeMax merger. The original valuation of our customer relationship values assumed continuation of attrition rates previously experienced with these businesses and synergy benefits from the transactions. If we experience an unanticipated decline in sales or profitability associated with these customers, the remaining useful life will be reassessed and could result in either acceleration of amortization or impairment.

Accounting for Business Combinations — We include the results of operations of acquired businesses in our consolidated results prospectively from the date of acquisition. Total purchase consideration of acquired businesses may include contingent consideration based on the future results of operations of the acquired businesses. Significant judgements are required to estimate the future results of operations of the acquired businesses and the contingent consideration. Differences between the actual results of operations of the acquired businesses and the original estimate may result in additional contingent consideration liabilities. Changes in fair value of the contingent consideration may result in additional transaction related expenses. We allocate the fair value of purchase consideration to the assets acquired, liabilities assumed, and non-controlling interests in the acquired entity generally based on their fair values at the acquisition date. We use various valuation methodologies to estimate the fair value of assets acquired and liabilities assumed, including using a market participant perspective when applying cost, income and relief from royalty analyses, supplemented with market appraisals where appropriate. Significant judgments and estimates are required in preparing these fair value estimates. The excess of the fair value of purchase consideration over the fair value of the assets acquired, liabilities assumed and non-controlling interests in the acquired entity is recorded as goodwill. The primary items that generate goodwill include the value of the synergies between the acquired company and us and the value of the acquired assembled workforce, neither of which qualifies for recognition as an intangible asset. Acquisition-related expenses and post-acquisition restructuring costs are recognized separately from the business combination and are expensed as incurred.

SIGNIFICANT TRENDS, DEVELOPMENTS AND UNCERTAINTIES

Competitive Factors — We continue to see development and growth of competitors in all segments of our business. In particular, Internet-based companies, mass merchandisers and wholesale clubs, as well as food and drugstore chains, have increased their assortment of home office merchandise, attracting additional back-to-school customers and year-round casual shoppers. We have seen substantial growth in the number of competitors that offer office products over the Internet, as well as the breadth and depth of their product offerings. As a result of the COVID-19 pandemic, we have seen a substantial increase in Internet-based purchasing by customers as they continue to make their purchases online and utilize curbside pickup or offered delivery services instead of going into stores. In addition to large numbers of smaller Internet providers featuring special price incentives and one-time deals (such as close-outs), we are experiencing strong competitive pressures from large Internet providers such as Amazon and Walmart that offer a full assortment of office products through direct sales and, in the case of Amazon, acting as a “storefront” for other specialty office product providers.

Wholesale clubs have expanded beyond their in-store assortment by adding catalogs and websites from which a much broader assortment of products may be ordered. We also face competition from other office supply stores that compete directly with us in numerous markets. This competition is likely to result in increased competitive pressures on pricing, product selection and services provided by our Business Solutions and Retail Divisions. Many of these retail competitors, including discounters, wholesale clubs, and drug stores and grocery chains, carry basic office supply products. Some of them also feature technology products. Many of them may price certain of these offerings lower than we do, but they have not shown an indication of greatly expanding their somewhat limited product offerings at this time. This trend towards a proliferation of retailers offering a limited assortment of office products is a potentially serious trend that could shift purchasing away from office supply specialty retailers and adversely impact our results. Another trend in our office products industry has been consolidation, as competitors in office supply stores and the copy/print channel have been acquired and consolidated into larger, well-capitalized corporations. This trend towards consolidation, coupled with acquisitions by financially strong organizations, is potentially a significant trend in our office products industry that could impact our results. Additionally, consumers are utilizing more technology and purchasing less paper, ink and toner, physical file storage and general office supplies. Lower demand for printing paper is causing a decline in manufacturing and ensuing industry supply of paper products. This in turn is leading to a meaningful increase in paper cost, which we are not always able to pass along to our customers commensurably.

Our CompuCom Division also operates in an environment that is highly competitive, rapidly evolving and subject to shifting client needs and expectations. We compete with companies that provide IT services and outsourcing, as well as companies that sell IT related products.

We regularly consider these and other competitive factors when we establish both offensive and defensive aspects of our overall business strategy and operating plans.

Economic Factors — Our customers in the Retail Division and certain of our customers in the Business Solutions and CompuCom Divisions are small and home office businesses. Accordingly, spending by these customers is affected by macroeconomic conditions, such as changes in the housing market and commodity costs, credit availability and other factors.

Liquidity Factors — We rely on our cash flow from operating activities, available cash and cash equivalents, and access to broad financial markets to provide the liquidity we need to operate our business and fund integration and restructuring activities. Together, these sources have been used to fund operating and working capital needs, as well as invest in business expansion through capital improvements and acquisitions. While we have in place a $1.3 billion asset-based credit facility to provide liquidity, the economic factors affecting our business may limit our ability to access this credit facility in full or cause future refinancing terms to be less favorable than the terms of our current indebtedness.

MARKET SENSITIVE RISKS AND POSITIONS

We have adopted an enterprise risk management process patterned after the principles set out by the Committee of Sponsoring Organizations (COSO). We utilize a common view of exposure identification and risk management. A process is in place for periodic risk reviews and identification of appropriate mitigation strategies.

We have market risk exposure related to interest rates, foreign currency exchange rates, and commodities. Market risk is measured as the potential negative impact on earnings, cash flows or fair values resulting from a hypothetical change in interest rates or foreign currency exchange rates over the next year. Interest rate changes on obligations may result from external market factors. We manage our exposure to market risks at the corporate level. The portfolio of interest-sensitive assets and liabilities is monitored to provide liquidity necessary to satisfy anticipated short-term needs. Our risk management policies allow the use of specified financial instruments for hedging purposes only; speculation on interest rates, foreign currency rates, or commodities is not permitted.

Interest Rate Risk

We are exposed to the impact of interest rate changes on cash, cash equivalents, debt obligations, and defined benefit pension and other postretirement plans.

The impact on cash and cash equivalents held at December 26, 2020, from a hypothetical 50-basis-point change in interest rates, would be an increase or decrease in interest income of approximately $4 million or $1 million, respectively. The impact on our New Facilities loans at December 26, 2020, from a hypothetical 50-basis-point change in interest rates, would be an increase in interest expense of less than $1 million.

The following table provides information about our debt portfolio outstanding as of December 26, 2020, that is sensitive to changes in interest rates. The following table does not include our obligations for pension plans and other postretirement benefits, although market risk also arises within our defined benefit pension plans to the extent that the obligations of the pension plans are not fully matched by assets with determinable cash flows. Refer to Note 15. “Employee Benefit Plans” in Notes to Consolidated Financial Statements for additional information about our pension plans and other postretirement benefits obligations.

	2020			2019		
(In millions)	**Carrying Amount**	**Fair Value**	**Risk Sensitivity**	Carrying Amount	Fair Value	Risk Sensitivity
Financial assets:						
Timber notes receivable	**$ —**	**$ —**	**$ —**	$ 819	$ 819	$ —
Financial liabilities:						
Recourse debt:						
New Facilities loans under the Third Amended Credit Agreement, due 2025	**$ 100**	**$ 100**	**$ 1**	$ —	$ —	$ —
Term Loan, due 2022	**$ —**	**$ —**	**$ —**	$ 393	$ 409	$ 2
Revenue bonds, due in varying amounts periodically through 2029	**$ 176**	**$ 177**	**$ 3**	$ 186	$ 186	$ 4
American & Foreign Power Company, Inc. 5% debentures, due 2030	**$ 15**	**$ 14**	**$ 1**	$ 15	$ 14	$ 1
Non-recourse debt — Timber notes	**$ —**	**$ —**	**$ —**	$ 735	$ 735	$ 1

The risk sensitivity of fixed rate debt reflects the estimated increase in fair value from a 50-basis-point decrease in interest rates, calculated on a discounted cash flow basis. The sensitivity of variable rate debt reflects the possible increase in interest expense during the next period from a 50-basis-point change in interest rates prevailing at year-end.

Foreign Exchange Rate Risk

We conduct business through our entities in Canada, Mexico, India, Costa Rica and China, where their functional currency is not the U.S. dollar. We continue to assess our exposure to foreign currency fluctuations against the U.S. dollar. As of December 26, 2020, a

10% change in the applicable foreign exchange rates would have resulted in an increase or decrease in our pretax earnings of approximately $7 million.

Commodities Risk

We operate a large network of stores and delivery centers. As such, we purchase fuel needed to transport products to our retail stores and customers as well as pay shipping costs to import products from overseas. We are exposed to potential changes in the underlying commodity costs associated with this transport activity.

We enter into economic hedge transactions for a portion of our anticipated fuel consumption. These arrangements are marked to market at each reporting period. Some of these arrangements may not be designated as hedges for accounting purposes and changes in value are recognized in current earnings through the Cost of goods sold and occupancy costs line in the Consolidated Statements of Operations. Those that are designated as hedges for accounting purposes are also marked to market at each reporting period, with the change in value deferred in accumulated other comprehensive income until the related fuel is consumed. Currently, these economic hedging transactions are not considered material. As of December 26, 2020, excluding the impact of any hedge transaction, a 10% change in domestic commodity costs would have resulted in an increase or decrease in our operating profit of approximately $4 million.

INFLATION AND SEASONALITY

Although we cannot determine the precise effects of inflation on our business, we do not believe inflation has had a material impact on our sales or the results of our operations. Our business experiences a certain level of seasonality, with sales generally trending lower in the second quarter, following the “back-to-business” sales cycle in the first quarter and preceding the “back-to-school” sales cycle in the third quarter and the holiday sales cycle in the fourth quarter for our Business Solutions and Retail Divisions. Our CompuCom Division generally does not experience notable seasonality. Certain working capital components may build and recede during the year reflecting established selling cycles. Business cycles can and have impacted our operations and financial position when compared to other periods. During 2020, the timing and duration of our back-to-business and back-to-school sales cycles were impacted by the COVID-19 pandemic. Refer to “Recent Developments” in MD&A for additional information.

NEW ACCOUNTING STANDARDS

For a description of new applicable accounting standards, refer to Note 1. “Summary of Significant Accounting Policies” in Notes to Consolidated Financial Statements.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Refer to information in the “Market Sensitive Risks and Positions” in MD&A of this Annual Report.

CONTROLS AND PROCEDURES

MANAGEMENT’S DISCLOSURES

Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives and management necessarily applies its judgment in evaluating the possible controls and procedures. Each reporting period, we carry out an evaluation, with the participation of our principal executive officer and principal financial officer, or persons performing similar functions, of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act.

Based on management’s evaluation, our principal executive officer and principal financial officer have concluded that, as of December 26, 2020, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to management, including the principal executive officer and the principal financial officer, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Controls

There were no changes in our internal control over financial reporting during the fourth quarter of 2020, which were identified in connection with management's evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

We have not experienced any material impact to our internal controls over financial reporting despite the fact that most of our employees are working remotely due to the COVID-19 pandemic. We continually monitor and assess the COVID-19 situation on our internal controls to minimize the impact on their design and operating effectiveness.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting for ODP as defined in under Exchange Act Rules 13a-15(f) and 15d-15(f). Internal control over financial reporting is a process designed to provide reasonable assurance to our management and Board of Directors regarding the reliability of financial reporting and the preparation and fair presentation of published financial statements.

Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of our internal control over financial reporting as of December 26, 2020. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in *Internal Control — Integrated Framework (2013)*. Based on our assessment, management has concluded that the Company's internal control over financial reporting was effective as of December 26, 2020.

Our internal control over financial reporting as of December 26, 2020, has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report provided below.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The ODP Corporation
Boca Raton, Florida

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of The ODP Corporation and subsidiaries (the "Company") as of December 26, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 26, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the fiscal year ended December 26, 2020, of the Company and our report dated February 24, 2021 expressed an unqualified opinion on those financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ DELOITTE & TOUCHE LLP

Certified Public Accountants
Boca Raton, Florida

DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information concerning our executive officers is set forth under the caption “Information About Our Executive Officers” within Who Manages Our Business of this Annual Report.

Information required by this item with respect to our directors and the nomination process will be contained under the headings “Election of Directors” and “Corporate Governance,” respectively, in the proxy statement for our 2021 Annual Meeting of Shareholders to be filed with the SEC (the “Proxy Statement”) within 120 days after the end of our fiscal year, which information is incorporated by reference in this Annual Report.

Information required by this item with respect to our audit committee and our audit committee financial experts will be contained in the Proxy Statement under the heading “Corporate Governance – Board and Committee Responsibilities” and is incorporated by reference in this Annual Report.

Information required by this item with respect to compliance with Section 16(a) of the Exchange Act will be contained in the Proxy Statement under the heading “Delinquent Section 16(a) Reports” and is incorporated by reference in this Annual Report.

Our Code of Ethical Behavior is in compliance with applicable rules of the SEC that apply to our principal executive officer, our principal financial officer, and our principal accounting officer or controller, or persons performing similar functions. A copy of the Code of Ethical Behavior is available free of charge on the “Investor Relations” section of our website, www.officedepot.com. We intend to satisfy any disclosure requirement under Item 5.05 of Form 8-K regarding an amendment to, or waiver from, a provision of this Code of Ethical Behavior by posting such information on our website at the address and location specified above.

EXECUTIVE COMPENSATION

Information required by this item with respect to executive compensation and director compensation will be contained in the Proxy Statement under the headings “Compensation Discussion & Analysis” and “Director Compensation,” respectively, and is incorporated by reference in this Annual Report.

The information required by this item with respect to compensation committee interlocks and insider participation will be contained in the Proxy Statement under the heading “Compensation & Talent Committee Interlocks and Insider Participation” and is incorporated by reference in this Annual Report.

The compensation committee report required by this item will be contained in the Proxy Statement under the heading “Compensation & Talent Committee Report” and is incorporated by reference in this Annual Report.

The information required by this item with respect to compensation policies and practices as they relate to the Company’s risk management will be contained in the Proxy Statement under the heading “Corporate Governance” under the subheadings “Board Oversight of Risk,” “Role of the Board Committees in Risk Oversight,” and “Compensation Programs Risk Assessment” and are incorporated by reference in this Annual Report.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this item with respect to securities authorized for issuance under the Company’s equity compensation plans will be contained in the Proxy Statement under the heading “Equity Compensation Plan Information” and is incorporated herein by reference in this Annual Report.

Information required by this item with respect to security ownership of certain beneficial owners and management will be contained in the Proxy Statement under the heading “Security Ownership of Certain Beneficial Owners and Management” and is incorporated by reference in this Annual Report.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by this item with respect to such contractual relationships and director independence will be contained in the Proxy Statement under the heading “Corporate Governance” under subheading “Certain Relationships and Related Person Transactions Policy” and under the heading “Election of Directors” under subheading “Director Independence and Independence Determinations” and is incorporated by reference in this Annual Report.

PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information with respect to principal accounting fees and services and pre-approval policies will be contained in the Proxy Statement under the heading “Ratification of Appointment of Independent Registered Public Accounting Firm” under subheadings “Audit and Non-Audit Fees” and “Audit Committee Pre-Approval Policies and Procedures,” respectively, and is incorporated by reference in this Annual Report.

EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

The following documents are filed as a part of this Annual Report:

1. The financial statements listed in Index to Financial Statements.

2. All other financial statements are omitted because the required information is not applicable, or because the information is included in the Company's Consolidated Financial Statements or the Notes to Consolidated Financial Statements.

3. Exhibits.

INDEX TO EXHIBITS FOR THE ODP CORPORATION 10-K

Exhibit Number	Exhibit
2.1	Agreement and Plan of Merger, dated as of June 30, 2020, by and among Office Depot, Inc., The ODP Corporation, ODP Investment, LLC and Office Depot, LLC (Incorporated by reference from Exhibit 2.1 of The ODP Corporation's Form 8-K12B, filed with the SEC on July 1, 2020).
3.1	Amended and Restated Certificate of Incorporation of The ODP Corporation (Incorporated by reference from Exhibit 3.1 of The ODP Corporation's Form 8-K12B, filed with the SEC on July 1, 2020).
3.2	Amended and Restated Bylaws of The ODP Corporation (Incorporated by reference from Exhibit 3.2 of The ODP Corporation's Form 8-K12B, filed with the SEC on July 1, 2020).
3.3	Certificate of Designations of Series A Junior Participating Preferred Stock of The ODP Corporation (Incorporated by reference from Exhibit 3.3 of The ODP Corporation's Form 8-K12B, filed with the SEC on July 1, 2020).
4.1	Specimen Common Stock Certificate of The ODP Corporation (Incorporated by reference from Exhibit 4.2 of The ODP Corporation's Current Report on Form 8-K, filed with the SEC on July 1, 2020).
4.2	Description of The ODP Corporation's Securities.
4.3	Amended and Restated Rights Agreement, dated June 30, 2020, among The ODP Corporation, Computershare Inc., as Rights Agent, and solely with respect to Section 37 thereof, Office Depot, LLC (Incorporated by reference from Exhibit 4.1 of The ODP Corporation's Form 8-K12B, filed with the SEC on July 1, 2020).
10.1	Office Depot, Inc. 2019 Long-Term Incentive Plan (Incorporated by reference from Annex 1 to the Proxy Statement for Office Depot, Inc.'s 2019 Annual Meeting of Shareholders, filed with the SEC on March 20, 2019).*
10.2	Office Depot, Inc. 2017 Long-Term Incentive Plan (Incorporated by reference from Exhibit 99.1 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on July 20, 2017).*
10.3	Office Depot, Inc. 2015 Long-Term Incentive Plan (Incorporated by reference from Exhibit 99.1 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on June 19, 2015).*
10.4	Office Depot, Inc. Corporate Annual Bonus Plan (Incorporated by reference from Exhibit 10.4 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on June 22, 2015).*
10.5	Form of Amended and Restated Credit Agreement, dated as of May 25, 2011, among Office Depot, Inc. and certain of its European subsidiaries as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Collateral Agent, JPMorgan Chase Bank N.A., London Branch, as European Administrative and European Collateral Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Quarterly Report on Form 10-Q, filed with the SEC on July 26, 2011).**
10.6	First Amendment, dated February 24, 2012, to the Amended and Restated Credit Agreement, dated as of May 25, 2011, among Office Depot, Inc. and certain of its European subsidiaries as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Collateral Agent, JPMorgan Chase Bank N.A., London Branch, as European Administrative and European Collateral Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.41 of Office Depot, Inc.'s Annual Report on Form 10-K, filed with the SEC on February 28, 2012).
10.7	Form of Second Amendment, dated as of March 4, 2013, to the Amended and Restated Credit Agreement dated as of May 25, 2011, as amended by the First Amendment to the Amended and Restated Credit Agreement, dated as of February 24, 2012, among Office Depot, Inc., and certain of its European subsidiaries as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Collateral Agent, JPMorgan Chase Bank N.A., London Branch, as European Administrative and European Collateral Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on March 6, 2013).

Exhibit Number	Exhibit
10.8	Form of Third Amendment, dated as of November 1, 2013, to the Amended and Restated Credit Agreement dated as of May 25, 2011, as amended by the First Amendment to the Amended and Restated Credit Agreement, dated as of February 24, 2012 and the Second Amendment to the Amended and Restated Credit Agreement, dated as of March 4, 2013, among Office Depot, Inc., and certain of its European subsidiaries as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Collateral Agent, JPMorgan Chase Bank N.A., London Branch, as European Administrative and European Collateral Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.57 of Office Depot, Inc.'s Annual Report on Form 10-K, filed with the SEC on February 25, 2014).
10.9	Form of Fourth Amendment, dated as of May 1, 2015, to the Amended and Restated Credit Agreement dated as of May 25, 2011, as amended by the First Amendment to the Amended and Restated Credit Agreement, dated as of February 24, 2012, the Second Amendment to the Amended and Restated Credit Agreement, dated as of March 4, 2013 and the Third Amendment to the Amended and Restated Credit Agreement, dated as of November 1, 2013, among Office Depot, Inc., and certain of its European subsidiaries as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Collateral Agent, JPMorgan Chase Bank N.A., London Branch, as European Administrative and European Collateral Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Quarterly Report on Form 10-Q, filed with the SEC on May 5, 2015).
10.10	Form of Second Amended and Restated Credit Agreement, dated as of May 13, 2016, among Office Depot, Inc. and certain of its European subsidiaries as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent and U.S. Collateral Agent, JPMorgan Chase Bank N.A., London Branch, as European Administrative and European Collateral Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.2 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on May 17, 2016).
10.11	Form of Second Amendment, dated as of November 6, 2017, to Second Amended and Restated Credit Agreement dated as of May 13, 2016, by and among Office Depot, Inc., certain of its subsidiaries as guarantors, the several banks and other institutions parties thereto as Lenders, JPMorgan Chase Bank, N.A., London Branch, as European administrative agent and European collateral agent, JPMorgan Chase Bank, N.A., as administrative agent and US collateral agent, Wells Fargo Bank, National Association and Bank of America, N.A., as syndication agents, and US Bank National Association, Fifth Third Bank, Sun Trust Bank and NYCB Specialty Finance Company, LLC as documentation agents (Incorporated by reference from Exhibit 10.2 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on November 9, 2017).
10.12	Form of Third Amended and Restated Credit Agreement, dated as of April 17, 2020, among Office Depot, Inc., Grand & Toy Limited/Grand & Toy Limiteé, CompuCom Canada Co., as Borrowers, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other lenders referred to therein (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on April 20, 2020).
10.13	Form of Restricted Stock Award Agreement (Incorporated by reference from Exhibit 99.2 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on June 19, 2015).*
10.14	Form of Restricted Stock Agreement (Directors) (Incorporated by reference from Exhibit 99.2 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on July 20, 2017)*
10.15	Form of Restricted Stock Unit Agreement (Directors) (Incorporated by reference from Exhibit 99.3 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on July 20, 2017).*
10.16	Form of Restricted Stock Unit Agreement (Executives) (Incorporated by reference from Exhibit 99.4 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on July 20, 2017).*
10.17	Form of AOI Performance Share Award Agreement (Executives) (Incorporated by reference from Exhibit 99.5 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on July 20, 2017).*
10.18	Form of TSR Performance Share Award Agreement (Executives) (Incorporated by reference from Exhibit 99.6 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on July 20, 2017).*
10.19	Employment Agreement between Office Depot, Inc. and Gerry P. Smith (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on January 30, 2017).*
10.20	2017 Non-Qualified Stock Option Award Agreement between Office Depot, Inc. and Gerry P. Smith (Incorporated by reference from Exhibit 10.2 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on January 30, 2017).*
10.21	2017 Restricted Stock Unit Award Agreement between Office Depot, Inc. and Gerry P. Smith (Incorporated by reference from Exhibit 10.3 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on January 30, 2017).*

Exhibit Number	Exhibit
10.22	Form of Restricted Stock Unit Award Agreement (Incorporated by reference from Exhibit 99.3 of Office Depot, Inc.'s Registration Statement on Form S-8, filed with the SEC on June 19, 2015).*
10.23	The Office Depot, Inc. Executive Change in Control Severance Plan effective August 1, 2014 (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on August 7, 2014).*
10.24	Form of Office Depot, Inc. Indemnification Agreement (Incorporated by reference from Exhibit 10.63 of Office Depot, Inc.'s Annual Report on Form 10-K, filed with the SEC on February 28, 2018).*
10.25	Form of Restricted Stock Agreement (Directors) (Incorporated by reference from Exhibit 10.2 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on May 8, 2019).*
10.26	Form of Restricted Stock Unit Agreement (Directors) (Incorporated by reference from Exhibit 10.3 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on May 8, 2019).*
10.27	Form of Restricted Stock Unit Agreement (Executives) (Incorporated by reference from Exhibit 10.4 of Office Depot, Inc.'s Quarterly Report on Form 8-K, filed with the SEC on May 8, 2019).*
10.28	Form of FCF Performance Share Award Agreement (Executives) (Incorporated by reference from Exhibit 10.5 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on May 8, 2019).*
10.29	Form of TSR Performance Share Award Agreement (Executives) (Incorporated by reference from Exhibit 10.6 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on May 8, 2019).*
10.30	Letter Agreement between Office Depot, Inc. and Mick Slattery (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on June 25, 2019).*
10.31	Letter Agreement, dated May 14, 2020, between Office Depot, Inc. and D. Anthony Scaglione (Incorporated by reference from Exhibit 10.1 of Office Depot, Inc.'s Current Report on Form 8-K, filed with the SEC on June 18, 2020).*
10.32	Amendment to Employment Agreement, dated July 1, 2020, by and between The ODP Corporation, Office Depot, LLC and Gerry P. Smith (Incorporated by reference from Exhibit 10.2 of The ODP Corporation's Quarterly Report on Form 10-Q, filed with the SEC on November 5, 2020).*
10.33	Assignment and Assumption Agreement, as of June 30, 2020, by and between The ODP Corporation and Office Depot, LLC (Incorporated by reference from Exhibit 10.1 of The ODP Corporation's Form 8-K12B, filed with the SEC on July 1, 2020).
21	List of The ODP Corporation's Subsidiaries
23.1	Consent of Independent Registered Public Accounting Firm
31.1	Certification of Principal Executive Officer required by Securities and Exchange Commission Rule 13a-14(a) or 15d-14(a)
31.2	Certification of Principal Financial Officer required by Securities and Exchange Commission Rule 13a-14(a) or 15d-14(a).
32.1	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document – The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

* Management contract or compensatory plan or arrangement.

** Denotes that confidential portions of this exhibit have been omitted in reliance on Rule 24b-2 of the Securities Exchange Act of 1934. The confidential portions have been submitted separately to the Securities and Exchange Commission.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on this 24th day of February 2021.

THE ODP CORPORATION

By: /s/ GERRY P. SMITH
Gerry P. Smith
Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities indicated on February 24, 2021.

Signature	Capacity
/s/ GERRY P. SMITH Gerry P. Smith	Chief Executive Officer (Principal Executive Officer), Director
/s/ D. ANTHONY SCAGLIONE D. Anthony Scaglione	Executive Vice President and Chief Financial Officer (Principal Financial Officer
/s/ RICHARD A. HAAS Richard A. Haas	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ JOSEPH S. VASSALLUZZO Joseph S. Vassalluzzo	Chairman, Board of Directors
/s/ QUINCY L. ALLEN Quincy L. Allen	Director
/s/ KRISTIN A. CAMPBELL Kristin A. Campbell	Director
/s/ MARCUS B. DUNLOP Marcus B. Dunlop	Director
/s/ CYNTHIA T. JAMISON Cynthia T. Jamison	Director
/s/ FRANCESCA RUIZ DE LUZURIAGA Francesca Ruiz de Luzuriaga	Director
/s/ SHASHANK SAMANT Shashank Samant	Director
/s/ WENDY L. SCHOPPERT Wendy L. Schoppert	Director
/s/ DAVID M. SZYMANSKI David M. Szymanski	Director

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The ODP Corporation
Boca Raton, Florida

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of The ODP Corporation and subsidiaries (the "Company") as of December 26, 2020 and December 28, 2019, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows, for each of the three fiscal years in the period ended December 26, 2020, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 26, 2020 and December 28, 2019, and the results of its operations and its cash flows for each of the three fiscal years in the period ended December 26, 2020, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 26, 2020, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 24, 2021 expressed an unqualified opinion on the Company's internal control over financial reporting.

Change in Accounting Principle

The Company changed its method of accounting for leases in fiscal year 2019 due to the adoption of ASC 842, *Leases* and changed its method of accounting for revenue in fiscal year 2018 due to the adoption of ASC 606, *Revenue from Contracts with Customers*.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Goodwill — Refer to Notes 1 and 9 to the financial statements

Critical Audit Matter Description

The Company’s consolidated goodwill balance was $609 million at December 26, 2020. Goodwill is tested for impairment by management at least annually at the reporting unit level, or more often if an indicator of impairment is present, by comparing allocated carrying value of goodwill to the estimated fair value of the respective reporting unit or through a qualitative assessment to determine whether it is not more likely than not that the fair value of the reporting units are less than their respective carrying amounts. The determination of fair value of the reporting units, or events and conditions affecting fair value in the case of a qualitative analysis, require management to make significant estimates and assumptions related to forecasts of future revenues, cost of sales, expenses and the weighted-average cost of capital for each reporting unit. An adverse change in these factors could have a significant impact on the recoverability of goodwill and could have a material impact on the financial statements.

During the second quarter of 2020, the Company determined that, due to the sustained impacts of the COVID-19 pandemic, an indicator of potential impairment existed and performed an interim quantitative goodwill impairment test for its CompuCom and Contract reporting units. The Company used the market and discounted cash flow approaches to determine the fair value of its CompuCom and Contract reporting units and recognized an impairment charge of $237 million for the CompuCom reporting unit and $115 million for the Contract reporting unit.

During the fourth quarter of 2020, the Company performed its annual impairment assessment, which was as of the first day of fiscal month December. The annual impairment assessment was performed using a quantitative assessment for all reporting units. The quantitative assessment combined the income approach and the market approach valuation methodologies and concluded that the fair value of all reporting units exceed their respective carrying amounts. As the carrying value of the goodwill for CompuCom and Contract reporting units were written down to fair value during the second quarter of 2020, their margin of passage during the annual impairment assessment were approximately 12%.

Given the significant judgments made by management to estimate the fair value of the CompuCom and Contract reporting units, performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to forecasts of future revenues, cost of sales, expenses and the weighted-average cost of capital, required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to management's judgments related to forecasts of future revenues, cost of sales, expenses, and weighted-average cost of capital for the CompuCom and Contract reporting units included the following, among others:

- We tested the effectiveness of controls relating to management's goodwill impairment tests, including those over the forecasts and the weighted-average cost of capital.
- We assessed the reasonableness of the various scenarios considered by management, which included multiple scenarios for the CompuCom and Contract reporting units in which each scenario contained independent assumptions of economic recovery and future cash flow estimates. We then assessed the reasonableness of the weighting applied by management to the various scenarios. Once the scenarios had the weighting applied, we then assessed the reasonableness of the forecast selected to be used in the quantitative test.
- We evaluated the reasonableness of management's revenue, cost of sales and expenses forecasts by comparing forecasts to (1) the actual historical results of the CompuCom and Contract reporting units, (2) internal communications amongst management and the Board of Directors, (3) external communications made by management to analysts and investors, (4) evidence obtained throughout the audit, and (5) industry reports discussing the operating forecasts for the office supplies and technology services industries.
- We evaluated the reasonableness of the determined company-specific risk premium (CSRP) added to the weighted-average cost of capital through assessing the de-risked cash flow assumptions.
- We developed a range of independent estimates based on the key inputs into the discounted cash flow model and compared those to the assumptions used by management.

- With the assistance of our fair value specialists, we evaluated the valuation methodology and assumptions used to determine the fair value of the CompuCom and Contract reporting units, such as the weighted average cost of capital, by
    - Testing the underlying source information and mathematical accuracy of the calculations;
    - For the weighted-average cost of capital, comparing the amount used by management to the amounts associated with other office supplies and technology services companies with similar risk profiles; and
    - Evaluating the interaction between the weighted-average cost of capital and the forecasts to understand and sensitize management's assumptions regarding risk inherent in the forecast.

/s/ DELOITTE & TOUCHE LLP

Certified Public Accountants
Boca Raton, Florida
February 24, 2021

We have served as the Company's auditor since 1990.

THE ODP CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share amounts)

	2020	2019	2018
Sales:			
Products	**$ 8,374**	$ 9,034	$ 9,322
Services	**1,336**	1,613	1,693
Total sales	**9,710**	10,647	11,015
Cost of goods sold and occupancy costs:			
Products	**6,655**	7,088	7,313
Services	**923**	1,095	1,151
Total cost of goods sold and occupancy costs	**7,578**	8,183	8,464
Gross profit	**2,132**	2,464	2,551
Selling, general and administrative expenses	**1,832**	2,101	2,193
Asset impairments	**431**	56	7
Merger and restructuring expenses, net	**121**	116	72
Legal expense accrual	**—**	—	25
Operating income (loss)	**(252)**	191	254
Other income (expense):			
Interest income	**4**	23	25
Interest expense	**(42)**	(89)	(121)
Loss on extinguishment and modification of debt	**(12)**	—	(15)
Other income, net	**7**	21	15
Income (loss) from continuing operations before income taxes	**(295)**	146	158
Income tax expense	**24**	47	59
Net income (loss) from continuing operations	**(319)**	99	99
Discontinued operations, net of tax	**—**	—	5
Net income (loss)	**$ (319)**	$ 99	$ 104
Basic earnings (loss) per common share			
Continuing operations	**$ (6.05)**	$ 1.82	$ 1.80
Discontinued operations	**—**	—	0.09
Net basic earnings (loss) per common share	**$ (6.05)**	$ 1.82	$ 1.89
Diluted earnings (loss) per common share			
Continuing operations	**$ (6.05)**	$ 1.80	$ 1.77
Discontinued operations	**—**	—	0.08
Net diluted earnings (loss) per common share	**$ (6.05)**	$ 1.80	$ 1.85

The accompanying notes to Consolidated Financial Statements are an integral part of these statements.

THE ODP CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In millions)

	2020	2019	2018
Net income (loss)	**$ (319)**	$ 99	$ 104
Other comprehensive income (loss), net of tax, where applicable:			
Foreign currency translation adjustments	**2**	21	(36)
Reclassification of foreign currency translation adjustments realized upon disposal of businesses	**—**	—	29
Change in deferred pension, net of $7 million, $6 million and $9 million of deferred income taxes in 2020, 2019 and 2018, respectively	**32**	12	(14)
Total other comprehensive income (loss), net of tax, where applicable	**34**	33	(21)
Comprehensive income (loss)	**$ (285)**	$ 132	$ 83

The accompanying notes to Consolidated Financial Statements are an integral part of these statements.

THE ODP CORPORATION
CONSOLIDATED BALANCE SHEETS
(In millions, except shares and par value)

	December 26, 2020	December 28, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 729	$ 698
Receivables, net	631	823
Inventories	930	1,032
Prepaid expenses and other current assets	65	75
Timber notes receivable	—	819
Total current assets	2,355	3,447
Property and equipment, net	576	679
Operating lease right-of-use assets	1,170	1,413
Goodwill	609	944
Other intangible assets, net	357	388
Deferred income taxes	162	183
Other assets	329	257
Total assets	$ 5,558	$ 7,311
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Trade accounts payable	$ 919	$ 1,026
Accrued expenses and other current liabilities	1,138	1,219
Income taxes payable	12	8
Short-term borrowings and current maturities of long-term debt	24	106
Non-recourse debt	—	735
Total current liabilities	2,093	3,094
Deferred income taxes and other long-term liabilities	197	176
Pension and postretirement obligations, net	43	85
Long-term debt, net of current maturities	354	575
Operating lease liabilities	991	1,208
Total liabilities	3,678	5,138
Commitments and contingencies		
Stockholders' equity:		
Common stock — authorized 80,000,000 shares of $0.01 par value; issued shares — 62,551,255 at December 26, 2020 and 62,042,477 at December 28, 2019; outstanding shares — 52,694,062 at December 26, 2020 and 53,518,232 at December 28, 2019	1	1
Additional paid-in capital	2,675	2,652
Accumulated other comprehensive loss	(32)	(66)
Accumulated deficit	(409)	(89)
Treasury stock, at cost — 9,857,193 shares at December 26, 2020 and 8,524,245 shares at December 28, 2019	(355)	(325)
Total stockholders' equity	1,880	2,173
Total liabilities and stockholders' equity	$ 5,558	$ 7,311

The accompanying notes to Consolidated Financial Statements are an integral part of these statements.

THE ODP CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	2020	2019	2018
Cash flows from operating activities of continuing operations:			
Net income (loss)	$ (319)	$ 99	$ 104
Income from discontinued operations, net of tax	—	—	5
Net income (loss) from continuing operations	(319)	99	99
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	189	204	192
Amortization of debt discount and issuance costs	3	8	10
Charges for losses on receivables and inventories	36	26	37
Asset impairments	431	56	7
(Gain) loss on disposition of assets, net	5	(23)	(5)
Loss on extinguishment and modification of debt	12	—	15
Compensation expense for share-based payments	41	33	27
Deferred income taxes and deferred tax asset valuation allowances	9	100	40
Contingent consideration payments in excess of acquisition-date liability	(2)	(11)	—
Changes in assets and liabilities:			
Decrease in receivables	191	63	43
Decrease (increase) in inventories	84	19	(2)
Net decrease in prepaid expenses, operating lease right-of-use assets, and other assets	317	321	4
Net increase (decrease) in trade accounts payable, accrued expenses, operating lease liabilities, and other current and other long-term liabilities	(513)	(532)	140
Other operating activities	1	3	9
Total adjustments	804	267	517
Net cash provided by operating activities of continuing operations	485	366	616
Cash flows from investing activities of continuing operations:			
Capital expenditures	(68)	(150)	(187)
Businesses acquired, net of cash acquired	(30)	(22)	(81)
Proceeds from collection of notes receivable	818	—	—
Proceeds from disposition of assets	3	50	15
Other investing activities	13	3	4
Net cash provided by (used in) investing activities of continuing operations	736	(119)	(249)
Cash flows from financing activities of continuing operations:			
Net payments on long and short-term borrowings	(341)	(98)	(97)
Cash used in extinguishment and modification of debt	—	—	(7)
Debt retirement	(1,196)	(735)	(194)
Debt issuance	400	736	—
Cash dividends on common stock	(13)	(55)	(55)
Share purchases for taxes, net of proceeds from employee share-based transactions	(5)	(9)	(3)
Repurchase of common stock for treasury	(30)	(40)	(39)
Contingent consideration payments up to amount of acquisition-date liability	(1)	(12)	—
Acquisition of non-controlling interest	—	—	(18)
Other financing activities	(7)	1	(1)
Net cash used in financing activities of continuing operations	(1,193)	(212)	(414)
Cash flows from discontinued operations:			
Operating activities of discontinued operations	—	—	11
Investing activities of discontinued operations	—	—	66
Net cash provided by (used in) discontinued operations	—	—	77
Effect of exchange rate changes on cash and cash equivalents	1	5	(9)
Net increase in cash, cash equivalents and restricted cash	29	40	21
Cash, cash equivalents and restricted cash at beginning of period	700	660	639
Cash, cash equivalents and restricted cash at end of period — continuing operations	$ 729	$ 700	$ 660
Supplemental information on operating, investing, and financing activities			
Cash interest paid, net of amounts capitalized and Timber notes/Non-recourse debt	$ 40	$ 61	$ 93
Cash taxes refunded, net	(14)	(43)	(5)
Right-of-use assets obtained in exchange for new finance lease liabilities	29	27	24
Right-of-use assets obtained in exchange for new operating lease liabilities	126	338	—

The accompanying notes to Consolidated Financial Statements are an integral part of these statements.

THE ODP CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In millions, except share and per share amounts)

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Treasury Stock	Total Equity
Balance at December 30, 2017	61,035,399	$ 1	$ 2,716	$ (78)	$ (273)	$ (246)	$ 2,120
Net income	—	—	—	—	104	—	104
Other comprehensive income	—	—	—	(21)	—	—	(21)
Exercise and release of incentive stock (including income tax benefits and withholding)	406,491	—	(3)	—	—	—	(3)
Amortization of long-term incentive stock grants	—	—	27	—	—	—	27
Dividends paid on common stock ($1.00 per share)	—	—	(55)	—	—	—	(55)
Repurchase of common stock	—	—	—	—	—	(39)	(39)
Adjustment for adoption of accounting standard	—	—	—	—	(4)	—	(4)
Acquisition escrow shares returned	(24,820)	—	(1)	—	—	—	(1)
Other	—	—	(2)	—	—	—	(2)
Balance at December 29, 2018	61,417,070	1	2,682	(99)	(173)	(285)	2,126
Net income	—	—	—	—	99	—	99
Other comprehensive income	—	—	—	33	—	—	33
Exercise and release of incentive stock (including income tax benefits and withholding)	625,407	—	(8)	—	—	—	(8)
Amortization of long-term incentive stock grants	—	—	33	—	—	—	33
Dividends paid on common stock ($1.00 per share)	—	—	(55)	—	—	—	(55)
Repurchase of common stock	—	—	—	—	—	(40)	(40)
Adjustment for adoption of accounting standard	—	—	—	—	(15)	—	(15)
Balance at December 28, 2019	62,042,477	$ 1	$ 2,652	$ (66)	$ (89)	$ (325)	$ 2,173
Net loss	—	—	—	—	(319)	—	(319)
Other comprehensive income	—	—	—	34	—	—	34
Exercise and release of incentive stock (including income tax benefits and withholding)	508,778	—	(5)	—	—	—	(5)
Amortization of long-term incentive stock grants	—	—	41	—	—	—	41
Dividends paid on common stock ($0.25 per share)	—	—	(13)	—	—	—	(13)
Repurchase of common stock	—	—	—	—	—	(30)	(30)
Adjustment for adoption of accounting standard	—	—	—	—	(1)	—	(1)
Balance at December 26, 2020	**62,551,255**	**$ 1**	**$ 2,675**	**$ (32)**	**$ (409)**	**$ (355)**	**$ 1,880**

The accompanying notes to Consolidated Financial Statements are an integral part of these statements.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business: The ODP Corporation including its consolidated subsidiaries ("ODP" or the "Company"), is a leading provider of business services and supplies, products and digital workspace technology solutions to small, medium-sized and enterprise businesses. The Company operates through its direct and indirect subsidiaries and maintains a fully integrated business-to-business ("B2B") distribution platform of thousands of dedicated sales and technology service professionals, online presence and 1,154 retail stores. Through its banner brands Office Depot®, OfficeMax®, CompuCom® and Grand & Toy®, as well as others, the Company offers its customers the tools and resources they need to focus on starting, growing and running their business. The Company's corporate headquarters is located in Boca Raton, FL, and its primary website is www.officedepot.com.

At December 26, 2020, the Company had three reportable segments (or "Divisions"): Business Solutions Division, Retail Division and the CompuCom Division.

Basis of Presentation: The Consolidated Financial Statements of ODP include the accounts of all wholly owned and financially controlled subsidiaries prior to disposition. The Company owns 88% of a subsidiary that formerly owned assets in Cuba, which were confiscated by the Cuban government in the 1960's. Due to various asset restrictions, the fair value of this investment is not determinable, and no amounts are included in the Consolidated Financial Statements. Intercompany transactions have been eliminated in consolidation.

In September 2016, the Company's Board of Directors committed to a plan to sell substantially all of the Company's International Division operations (the "International Operations"). Accordingly, those operations are presented herein as discontinued operations. The sale of the International Operations was completed as of June 30, 2018 and there were no remaining assets or liabilities of discontinued operations in the Consolidated Balance Sheets. Refer to Note 5 for additional information regarding the Company's Divisions and operations in geographic areas and Note 18 for Discontinued Operations information.

After obtaining approval of the Company's shareholders on May 11, 2020, the Company's Board of Directors determined to set a reverse stock split ratio of 1-for-10 for a reverse stock split of the Company's outstanding shares of common stock, and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio. The reverse stock split was effective on June 30, 2020. All share and per share amounts in the Company's Consolidated Financial Statements and notes thereto have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

Fiscal Year: Fiscal years are based on a 52- or 53-week period ending on the last Saturday in December. All years presented in the Consolidated Financial Statements consisted of 52 weeks. Certain subsidiaries, including CompuCom, operate on a calendar year basis; however, the reporting difference did not have a material impact in any period presented.

Estimates and Assumptions: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Consolidated Financial Statements and the reported amounts of revenues and expenses during the reporting period. Estimates and assumptions are based upon historical factors, current circumstances and the experience and judgment of the Company's management. The impact of the COVID-19 pandemic has been considered when making these estimates and assumptions, however, given the uncertainty related to the future effects of COVID-19, actual results could differ from these estimates.

Corporate Reorganization: On March 31, 2020, the Board of Directors of the Company approved proceeding with the Reorganization of the Company's corporate structure into a holding company structure. The Reorganization was completed on June 30, 2020, and Office Depot, Inc. became a wholly-owned subsidiary of a new holding company, The ODP Corporation, and replaced Office Depot, Inc. as the public company trading on the NASDAQ Stock Market under the ticker symbol "ODP". All outstanding shares of Office Depot, Inc. were automatically converted into shares of common stock in The ODP Corporation. The holding company reorganization began the simplification of the Company's legal entity and tax structure, more closely aligns the Company's operating assets to their respective operating channels within the legal entity structure, and is intended to increase its operational flexibility. In addition, the Reorganization is intended to be a tax-free transaction for U.S. federal income tax purposes for the Company's shareholders.

Business Combinations: The Company applies the acquisition method of accounting for acquisitions where the Company is considered the accounting acquirer in accordance with ASC Topic 805, "Business Combinations" ("ASC 805"). The results of operations of acquired businesses are included in the Company's consolidated results prospectively from the date of acquisition. The Company allocates the fair value of purchase consideration to the tangible and intangible assets acquired, liabilities assumed, and non-controlling interests in the acquired entity generally based on their fair values at the acquisition date. Various valuation methodologies are used to estimate the fair value of assets acquired and liabilities assumed, including using a market participant perspective when applying cost, income and relief from royalty analyses, supplemented with market appraisals where appropriate. Significant judgments and estimates are required in preparing these fair value estimates. The excess of the fair value of purchase consideration over the fair value of the assets acquired, liabilities assumed and non-controlling interests in the acquired entity is recorded as goodwill. The primary items that generate goodwill include the value of the synergies between the acquired company and the Company and the value of the acquired assembled workforce, neither of which qualifies for recognition as an intangible asset. Acquisition-related expenses and post-acquisition restructuring costs are recognized separately from the business combination and are expensed as incurred. Refer to Note 2 for additional information.

Foreign Currency: International operations in Canada, Mexico, India, Costa Rica and China use local currencies as their functional currency. Assets and liabilities are translated into U.S. dollars using the exchange rate at the balance sheet date. Revenues, expenses and cash flows are translated at average monthly exchange rates, or rates on the date of the transaction for certain significant items. Translation adjustments resulting from this process are recorded in Stockholders' equity as a component of Accumulated other comprehensive loss. Foreign currency transaction gains or losses are recorded in the Consolidated Statements of Operations in Other income (expense), net or Cost of goods sold and occupancy costs, depending on the nature of the transaction.

Cash and Cash Equivalents: All short-term highly liquid investments with original maturities of three months or less from the date of acquisition are classified as cash equivalents. Amounts in transit from banks for customer credit card and debit card transactions are classified as cash. The banks process the majority of these amounts within two business days.

Amounts not yet presented for payment to zero balance disbursement accounts of $23 million and $25 million at December 26, 2020 and December 28, 2019, respectively, are presented in Trade accounts payable and Accrued expenses and other current liabilities.

At December 26, 2020 and December 28, 2019, cash and cash equivalents held outside the United States amounted to $159 million and $190 million, respectively.

Restricted Cash: Restricted cash consists primarily of short-term cash deposits having original maturity dates of twelve months or less that serve as collateral to certain of the Company's letters of credit. Restricted cash is valued at cost, which approximates fair value. There was no restricted cash at December 26, 2020. At December 28, 2019, restricted cash amounted to $2 million and is included in Prepaid expenses and other current assets in the Consolidated Balance Sheet.

Receivables: Trade receivables totaled $501 million and $599 million at December 26, 2020 and December 28, 2019, respectively, net of an allowance for doubtful accounts of $13 million and $10 million, respectively, to reduce receivables to an amount expected to be collectible from customers.

Exposure to credit risk associated with trade receivables is limited by having a large customer base that extends across many different industries and geographic regions. However, receivables may be adversely affected by an economic slowdown in the United States or internationally, as well as the impact of the COVID-19 pandemic on the expected credit and collectability trends. No single customer accounted for more than 10% of total sales or receivables in 2020, 2019 or 2018. Other receivables were $130 million and $225 million at December 26, 2020 and December 28, 2019, respectively, of which $98 million and $162 million, respectively, are amounts due from vendors under purchase rebate, cooperative advertising and various other marketing programs.

Inventories: Inventories are stated at the lower of cost or net realizable value and are reduced for inventory losses based on estimated obsolescence, the impact of the COVID-19 pandemic on forecasted sales and expected selling prices, and the results of physical counts. The weighted average method is used throughout the Company to determine the cost of inventory. In-bound freight is included as a cost of inventories; cash discounts and certain vendor allowances that are related to inventory purchases are recorded as a product cost reduction.

Income Taxes: Income taxes are accounted for under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities attributable to differences between the carrying amounts and the tax bases of assets and liabilities and operating loss and tax credit carryforwards. Valuation allowances are recorded to reduce deferred tax assets to the amount believed to be more likely than not to be realized. The Company recognizes tax benefits from uncertain tax positions when it is more likely than not that the position will be sustained upon examination. Interest related to income tax exposures is included in interest expense in the Consolidated Statements of Operations. Refer to Note 6 for additional information on income taxes.

Property and Equipment: Property and equipment additions are recorded at cost. Depreciation and amortization is recognized over the estimated useful lives using the straight-line method. The useful lives of depreciable assets are estimated to be 15-30 years for buildings and 3-10 years for furniture, fixtures and equipment. Computer software is amortized over three years for common office applications, five years for larger business applications and seven years for certain enterprise-wide systems. Leasehold improvements are amortized over the shorter of the estimated economic lives of the improvements or the terms of the underlying leases, including renewal options considered reasonably assured. The Company capitalizes certain costs related to internal use software that is expected to benefit future periods. These costs are amortized using the straight-line method over the 3 to 7 year expected life of the software. Major repairs that extend the useful lives of assets are capitalized and amortized over the estimated use period. Routine maintenance costs are expensed as incurred. Refer to Note 8 for additional information on property and equipment.

Goodwill and Other Intangible Assets: Goodwill represents the excess of the purchase price of an acquired entity over the fair value of the net tangible and identifiable intangible assets acquired and liabilities assumed in a business combination. The Company reviews the carrying amount of goodwill at the reporting unit level on an annual basis as of the first day of fiscal month December, or more frequently, if events or changes in circumstances suggest that goodwill may not be recoverable. For those reporting units where events or change in circumstances indicate that potential impairment indicators exist, the Company performs a quantitative assessment to determine whether the carrying amount of goodwill can be recovered. A significant amount of judgment is involved in determining if an indicator of impairment has occurred.

When performing the annual goodwill impairment test, the Company may start with an optional qualitative assessment. As part of the qualitative assessment, the Company evaluates all events and circumstances, including both positive and negative events, in their totality, to determine whether it is not more likely than not that the fair value of a reporting unit is less than its carrying amount. If the Company bypasses the qualitative assessment, or if the qualitative assessment indicates that a quantitative analysis should be performed, the Company evaluates goodwill for impairment by comparing the fair value of a reporting unit to its carrying value, including the associated goodwill. The Company estimates the reporting unit's fair value using discounted cash flow analysis and market-based evaluations, when available. If the carrying amount of the reporting unit exceeds the estimated fair value, an impairment charge is recorded to reduce the carrying value to the estimated fair value. The Company typically uses a combination of different Level 3 valuation approaches that are dependent on several significant estimates and assumptions related to forecasts of future revenues, cost of sales, expenses and the weighted-average cost of capital for each reporting unit. Any adverse change in these factors could have a significant impact on the recoverability of goodwill and could have a material impact on the Company's Consolidated Financial Statements.

An intangible asset with an indefinite useful life is not amortized but assessed for impairment annually. The Company evaluates its indefinite-lived intangible assets for impairment annually, or sooner if indications of possible impairment are identified. When performing the annual impairment test, the Company may first start with an optional qualitative assessment to determine whether it is not more likely than not that its indefinite-lived intangible assets are impaired. As part of a qualitative assessment, the Company evaluates relevant events and circumstances that could affect the significant inputs used to determine the fair value of the indefinite-lived intangible asset. If the Company bypasses the qualitative assessment, or if the qualitative assessment indicates that a quantitative analysis should be performed, the Company evaluates its indefinite-lived intangible assets for impairment by comparing the fair value of the asset to its carrying amount.

Intangible assets determined to have finite lives are amortized on a straight-line basis over their estimated useful lives, where the useful life is the period over which the asset is expected to contribute directly, or indirectly, to the Company's future cash flows. The Company periodically reviews its amortizable intangible assets to determine whether events and circumstances warrant a revision to the remaining period of amortization or asset impairment.

Refer to Note 9 for additional information on goodwill and other intangible assets.

Impairment of Long-Lived Assets: Long-lived assets with identifiable cash flows are reviewed for possible impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Retail store long-lived assets are regularly reviewed for impairment indicators. Impairment is assessed at the individual store level which is the lowest level of identifiable cash flows and considers the estimated undiscounted cash flows over the asset's remaining life. If estimated undiscounted cash flows are insufficient to recover the investment, an impairment loss is recognized equal to the difference between the estimated fair value of the asset and its carrying value, net of salvage, and any costs of disposition, and allocated to the asset groups at the store level based on their relative fair values. The fair value estimate is generally the discounted amount of estimated store-specific cash flows.

Facility Closure and Severance Costs: Retail store performance is regularly reviewed against expectations and retail stores not meeting performance requirements may be closed. Retail stores are also closed as part of restructuring activities which aim to optimize the Company's retail footprint. Refer to Note 3 for additional information on the restructuring programs and associated store closures. Costs associated with facility closures, principally accrued lease costs, are recognized when the facility is no longer used in an operating capacity or when a liability has been incurred. Retail store assets, including operating lease right-of-use ("ROU") assets, are also reviewed for possible impairment, or reduction of estimated useful lives.

The Company recognizes charges or credits to adjust remaining closed facility accruals to reflect current expectations. Adjustments to facility closure costs are presented in the Consolidated Statements of Operations in Selling, general and administrative expenses if the related facility was closed as part of ongoing operations or in Merger and restructuring expenses, net, if the related facility was closed as part of a merger integration plan or restructuring plan. Refer to Note 3 for additional information on accrued expenses relating to closed facilities. The short-term and long-term components of this liability are included in Accrued expenses and other current liabilities and Deferred income taxes and other long-term liabilities, respectively, in the Consolidated Balance Sheets. Employee termination costs covered under written and substantive plans are accrued when probable and estimable and consider continuing service requirements, if any. Additionally, incremental one-time employee benefit costs are recognized when the key terms of the arrangements have been communicated to affected employees. Amounts are recognized when communicated or over the remaining service period, based on the terms of the arrangements.

Accrued Expenses and Other Current Liabilities: The major components of Accrued expenses and other current liabilities in the Consolidated Balance Sheets are tax liabilities, payroll and benefit accruals, customer rebates accruals, inventory receipts accruals and current portion of operating lease liabilities. Accrued payroll and benefits were $148 million and $150 million at December 26, 2020 and December 28, 2019, respectively.

Fair Value of Financial Instruments: The Company measures fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In developing its fair value estimates, the Company uses the following hierarchy:

Level 1	Quoted prices in active markets for identical assets or liabilities.
Level 2	Observable market-based inputs or unobservable inputs that are corroborated by market data.
Level 3	Significant unobservable inputs that are not corroborated by market data. Generally, these fair value measures are model-based valuation techniques such as discounted cash flows or option pricing models using own estimates and assumptions or those expected to be used by market participants.

The fair values of cash and cash equivalents, receivables, trade accounts payable and accrued expenses and other current liabilities approximate their carrying values because of their short-term nature. Refer to Note 16 for further fair value information.

Revenue Recognition: Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those products or services. For product sales, transfer of control occurs at a point in time, typically upon delivery to the customer. For service offerings, the transfer of control and satisfaction of the performance obligation is either over time or at a point in time. When performance obligations are satisfied over time, the Company evaluates the pattern of delivery and progress each reporting period and, if necessary, adjusts the measure of performance and related revenue recognition. Revenue is recognized net of allowance for returns and net of any taxes collected from customers, which are subsequently remitted to governmental authorities. Shipping and handling fees are included in Sales in the Consolidated Statements of Operations. Shipping and handling costs are considered fulfillment activities and are included in Cost of goods sold and occupancy costs in the Consolidated Statements of Operations. The Company recognizes sales, other than third-party software sales, on a gross basis when it is considered the primary obligor in the transaction and on a net basis when it is considered to be acting as an agent. The Company recognizes sales of third-party software on a net basis. The Company uses judgment in estimating sales returns, considering numerous factors such as historical sales return rates. The Company also records reductions to revenue for customer programs and incentive offerings including special pricing agreements, certain promotions and other volume-based incentives.

A liability for future performance is recognized when gift cards are sold and the related revenue is recognized when gift cards are redeemed as payment for products or when the likelihood of gift card redemption is considered remote. Gift cards do not have an expiration date. The Company recognizes the estimated portion of the gift card program liability that will not be redeemed, or the breakage amount, in proportion to usage.

Cost of Goods Sold and Occupancy Costs: Cost of goods sold and occupancy costs include:

- inventory costs (as discussed above);
- outbound freight;
- employee and non-employee receiving, distribution, and occupancy costs (rent), including depreciation, real estate taxes and common area costs, of inventory-holding and selling locations; and
- identifiable employee-related costs associated with services provided to customers.

Selling, General and Administrative Expenses: Selling, general and administrative expenses include amounts incurred related to expenses of operating and support functions, including:

- employee payroll and benefits, including variable pay arrangements;
- advertising;
- store and field support;
- executive management and various staff functions, such as information technology, human resources functions, finance, legal, internal audit, and certain merchandising and product development functions;
- other operating costs incurred relating to selling activities; and
- closed defined benefit pension and postretirement plans.

Selling, general and administrative expenses are included in the determination of Division operating income to the extent those costs are considered to be directly or closely related to segment activity and through allocation of support costs.

Merger and Restructuring Expenses, net: Merger and restructuring expenses, net in the Consolidated Statements of Operations includes charges and, where applicable, credits for costs such as acquisition related expenses, employee termination and retention, transaction and integration-related professional fees, facility closure costs, gains and losses on asset dispositions, and other incremental costs directly related to these activities.

This presentation is used to separately identify these significant costs apart from expenses incurred to sell to and service the Company’s customers or that are more directly related to ongoing operations. Changes in estimates and accruals related to these activities are also reflected on this line. Merger and restructuring expenses, net are not included in the measure of Division operating income. Refer to Note 3 for additional information.

Advertising: Advertising expenses are charged to Selling, general and administrative expenses when incurred. Advertising expenses recognized were $179 million in 2020, $249 million in 2019 and $270 million in 2018. Prepaid advertising expenses were $3 million as of December 26, 2020 and $6 million as of December 28, 2019.

Share-Based Compensation: Compensation expense for all share-based awards expected to vest is measured at fair value on the date of grant and recognized on a straight-line basis over the related service period. The fair value of restricted stock and restricted stock units, including performance-based awards, is determined based on the Company’s stock price on the date of grant. Share-based awards with market conditions, such as total shareholder return, are valued using a Monte Carlo simulation as measured on the grant date. Share-based awards that are settled in cash are classified as liabilities and are measured to fair value at each reporting date.

Self-insurance: ODP is primarily self-insured for workers’ compensation, auto and general liability and employee medical insurance programs. The Company has stop-loss coverage to limit the exposure arising from these claims. Self-insurance liabilities are based on claims filed and estimates of claims incurred but not reported. These liabilities are not discounted.

Vendor Arrangements: The Company enters into arrangements with substantially all significant vendors that provide for some form of consideration to be received from the vendors. Arrangements vary, but some specify volume rebate thresholds, advertising support levels, as well as terms for payment and other administrative matters. The volume-based rebates, supported by a vendor agreement, are estimated throughout the year and reduce the cost of inventory and cost of goods sold during the year. This estimate is regularly monitored and adjusted for current or anticipated changes in purchase levels and for sales activity. Other promotional consideration received is event-based or represents general support and is recognized as a reduction of Cost of goods sold and occupancy costs or Inventories, as appropriate, based on the type of promotion and the agreement with the vendor. Certain arrangements meet the specific, incremental, identifiable criteria that allow for direct operating expense offset, but such arrangements are not significant.

Pension and Other Postretirement Benefits: The Company sponsors certain closed U.S. and U.K. defined benefit pension plans, certain closed U.S. retiree medical benefit and life insurance plans, as well as a Canadian retiree medical benefit plan open to certain employees.

The Company recognizes the funded status of its defined benefit pension, retiree medical benefit and life insurance plans in the Consolidated Balance Sheets, with changes in the funded status recognized primarily through accumulated other comprehensive income (loss), net of tax, in the year in which the changes occur. Actuarially-determined liabilities related to pension and postretirement benefits are recorded based on estimates and assumptions. Factors used in developing estimates of these liabilities include assumptions related to discount rates, rates of return on investments, healthcare cost trends, benefit payment patterns and other factors. The Company also updates periodically its assumptions about employee retirement factors, mortality, and turnover. Refer to Note 15 for additional details.

Environmental and Asbestos Matters: Environmental and asbestos liabilities relate to acquired legacy paper and forest products businesses and timberland assets. The Company accrues for losses associated with these obligations when probable and reasonably estimable. These liabilities are not discounted. A receivable for insurance recoveries is recorded when probable.

Leasing Arrangements: The Company conducts a substantial portion of its business in leased properties. The Company first determines whether an arrangement is a lease at inception. Once that determination is made, leasing arrangements are presented in the Consolidated Balance Sheet as follows:

- *Finance leases*:
  - Property and equipment, net –leases which were referred to as capital leases under the old accounting standard;
  - Short-term borrowings and current maturities of long-term debt – short-term obligations to make lease payments arising from the finance lease; and
  - Long-term debt, net of current maturities – long-term obligations to make lease payments arising from the finance lease.
- *Operating leases*:
  - ROU assets – the Company's right to use the underlying asset for the lease term;
  - Accrued expenses and other current liabilities – short-term obligations to make lease payments arising from the operating lease; and
  - Operating lease liabilities – long-term obligations to make lease payments arising from the operating lease.

Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of the future minimum lease payments over the lease term. As the rate implicit in the lease is not readily determinable for any of the leases, the Company has utilized its incremental borrowing rate based on the information available at commencement date in determining the present value of future payments. The determination of the appropriate incremental borrowing rate requires management to use significant estimates and assumptions as to its credit rating, base rates and credit spread, and other management assumptions for the impact of collateral. The operating lease ROU asset also includes any lease payments made prior to commencement and excludes lease incentives and initial direct costs incurred. Certain leases include one or more options to renew, with renewal terms that can extend the lease from five to 25 years or more, which is generally at the Company's discretion. Any option or renewal periods management believed were reasonably certain of being exercised are included in the lease term, and are used in calculating the operating lease ROU assets and lease liabilities. In addition, some of the Company's leases contain escalation clauses. The Company recognizes rental expense for operating leases that contain predetermined fixed escalation clauses on a straight-line basis over the expected term of the lease.

The Company has lease agreements with lease and non-lease components, for which it has made an accounting policy election to account for these as a single lease component.

NEW ACCOUNTING STANDARDS

Standards that are not yet adopted:

Defined benefit plan: In August 2018, the Financial Accounting Standards Board (the "FASB") issued an accounting standard update that modifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. This accounting update is effective for fiscal years beginning after December 15, 2020 and interim periods within those fiscal years, with early adoption permitted. The Company evaluated the impact of this new standard and believes the adoption will not have a material impact on its Consolidated Financial Statements.

Income Taxes: In December 2019, the FASB issued an accounting standards update that simplifies the accounting for income taxes by eliminating certain exceptions to the guidance related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. The accounting standards update also simplifies aspects of the accounting for franchise taxes and enacted changes in tax laws or rates and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. This accounting update is effective for fiscal years beginning after December 15, 2020 and interim periods within those fiscal years, with early adoption permitted. The Company evaluated the impact of this new standard and believes the adoption will not have a material impact on its Condensed Consolidated Financial Statements.

Standards that were adopted:

Financial Instruments – Credit Losses: In June 2016, the FASB issued an accounting standards update that modifies the measurement of expected credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The update changes the accounting for credit impairment by adding an impairment model that is based on expected losses rather than incurred losses. In July 2018, the FASB approved an amendment to the new guidance that provides transition relief to the adopting entities and allows for an election of the fair value option on certain financial instruments. The Company adopted this accounting standards update on the first day of the first quarter of 2020, and recognized a cumulative effect adjustment of $1 million, net of tax, to its accumulated deficit related to increasing the allowance for doubtful accounts within its receivables. The adoption of this new guidance did not result in any other changes and did not have a material impact on the Company's Condensed Consolidated Financial Statements.

Cloud computing arrangements: In August 2018, the FASB issued an accounting standards update that provides guidance regarding the accounting for implementation costs in cloud computing arrangements. The Company adopted this accounting standards update on the first day of the first quarter of 2020 with no material impact on its Condensed Consolidated Financial Statements.

NOTE 2. ACQUISITIONS

Since 2017, the Company has been undergoing a strategic business transformation to pivot into an integrated B2B distribution platform, with the objective of expanding its product offerings to include value-added services for its customers and capture greater market share. As part of this transformation, the Company has been acquiring profitable regional office supply distribution businesses to expand its reach and distribution network into geographic areas that were previously underserved. During 2020, the Company acquired four small independent regional office supply distribution businesses. Of these four acquisitions, three were completed in the first quarter of 2020 and one was completed in the third quarter of 2020.

The aggregate total purchase consideration, including contingent consideration, for the four acquisitions completed in 2020 was approximately $37 million, subject to certain customary post-closing adjustments. The aggregate purchase price was funded with cash on hand. The acquisitions were treated as purchases in accordance with ASC 805, Business Combinations ("ASC 805") which requires allocation of the purchase price to the estimated fair values of assets and liabilities acquired in the transaction including goodwill and other intangible assets. The Company has performed a preliminary purchase price allocation of the aggregate purchase price to the estimated fair values of assets and liabilities acquired in the transactions, including $6 million of customer relationship intangible assets and $21 million of goodwill. An immaterial amount of the aggregate purchase price was allocated to working capital accounts. These assets and liabilities are included in the Consolidated Balance Sheet as of December 26, 2020. As additional information is obtained about these assets and liabilities within the measurement period (not to exceed one year from the date of acquisition), the Company will refine its estimates of fair value to allocate the purchase price. The operating results of the acquired office supply distribution businesses are combined with the Company's operating results subsequent to their purchase dates, and are included in the Business Solutions Division. Certain disclosures set forth under ASC 805, including supplemental pro forma financial information, are not disclosed because the operating results of the acquired businesses, individually and in the aggregate, are not material to the Company.

The Company recognized a contingent consideration liability of $25 million in connection with the acquisition of an enterprise IT solutions integrator and managed services provider in 2018. In the first quarter of 2019, the Company paid $23 million of this contingent consideration liability, of which $12 million was treated as a financing cash outflow in the Consolidated Statement of Cash Flows because it related to the acquisition-date accrual, and $11 million was presented as a cash outflow from operating activities as it was accrued subsequent to the acquisition date based on new information obtained on the financial performance of the acquired entity. This $11 million accrual was recorded in the Merger and restructuring expenses, net line in the Consolidated Statement of Operations in 2018. The remaining $2 million of this contingent consideration liability was paid and presented as a cash outflow from operating activities in the Consolidated Statement of Cash Flows in 2020.

Based on new information received, the preliminary purchase price allocations of the companies acquired in 2019 and 2020 have been adjusted during the respective measurement periods. These adjustments were insignificant individually and in the aggregate to the Company's Consolidated Financial Statements. The measurement periods for acquisitions completed in 2019 closed within 2020. Under the guidance on accounting for business combinations, merger and integration costs are not included as components of consideration transferred, instead, they are accounted for as expenses in the period in which the costs are incurred. Transaction-related expenses are included in the Merger and restructuring expenses, net line in the Consolidated Statements of Operations. Refer to Note 3 for additional information about the merger and restructuring expenses incurred during 2020.

In January 2021, the Company acquired BuyerQuest, a business services software company in the U.S., in connection with its strategic transformation into an integrated B2B distribution platform for approximately $62 million, subject to customary post-closing adjustments. The purchase consideration for BuyerQuest includes $52 million paid at closing, funded with cash on hand and the issuance of 827,498 shares of the Company's common stock, and up to $10 million contingent consideration that will be payable over a two-year period subject to BuyerQuest meeting certain performance conditions. Also, in February 2021, the Company acquired a small independent regional office supply distribution business in the U.S. Certain disclosures set forth under ASC 805, including supplemental pro forma financial information, are not disclosed because the operating results of the acquired businesses, individually and in the aggregate, are not material to the Company.

NOTE 3. MERGER AND RESTRUCTURING ACTIVITY

Since 2017, the Company has taken actions to optimize its asset base and drive operational efficiencies. These actions include acquiring profitable businesses, closing underperforming retail stores and non-strategic distribution facilities, consolidating functional activities, eliminating redundant positions and disposing of non-strategic businesses and assets. The expenses and any income recognized directly associated with these actions are included in Merger and restructuring expenses, net on a separate line in the Consolidated Statements of Operations in order to identify these activities apart from the expenses incurred to sell to and service its customers. These expenses are not included in the determination of Division operating income. The table below summarizes the major components of Merger and restructuring expenses, net.

(In millions)	**2020**	2019	2018
Merger and transaction related expenses			
Severance and retention	**$ —**	$ 1	$ 11
Transaction and integration	**17**	23	35
Facility closure, contract termination and other expenses, net	**1**	—	10
Total Merger and transaction related expenses	**18**	24	56
Restructuring expenses			
Severance	**45**	40	—
Professional fees	**21**	41	11
Facility closure, contract termination, and other expenses, net	**37**	11	5
Total Restructuring expenses	**103**	92	16
Total Merger and restructuring expenses, net	**$ 121**	$ 116	$ 72

MERGER AND TRANSACTION RELATED EXPENSES

In 2020, 2019 and 2018, the Company incurred $18 million, $24 million and $56 million, respectively, of merger and transaction related expenses. Severance and retention include expenses related to the integration of staff functions in connection with business acquisitions and are expensed through the severance and retention period. Transaction and integration include legal, accounting, and other third-party expenses incurred in connection with acquisitions and business integration activities primarily related to CompuCom. Facility closure, contract termination, and other expenses, net relate to facility closure accruals, contract termination costs, gains and losses on asset dispositions, and accelerated depreciation. In 2018, merger and transaction related expenses, net include costs incurred for the CompuCom transaction as well as integration expenses associated with the OfficeMax merger. All integration activities related to the OfficeMax merger were completed in 2018.

RESTRUCTURING EXPENSES

Maximize B2B Restructuring Plan

In May 2020, the Company's Board of Directors approved a restructuring plan to realign the Company's operational focus to support its "business-to-business" solutions and IT services business units and improve costs ("Maximize B2B Restructuring Plan"). Implementation of the Maximize B2B Restructuring Plan is expected to be substantially completed by the end of 2023. The Maximize B2B Restructuring Plan aims to generate savings through optimizing the Company's retail footprint, removing costs that directly support the Retail business and additional measures to implement a company-wide low-cost business model, which will then be invested in accelerating the growth of the Company's business-to-business platform. The plan is broader than restructuring programs the Company has implemented in the past and includes closing and/or consolidating retail stores and distribution facilities and the reduction of up to 13,100 employee positions by the end of 2023. The Company is evaluating the number of retail store and distribution facility closures and/or consolidations, as well as the timing of any such closures and/or consolidations, however it is generally understood that closures will approximate the store's lease termination date. The Company closed 70 retail stores and two distribution facilities under the Maximize B2B Restructuring Plan in 2020. Total estimated restructuring costs related to the Maximize B2B Restructuring Plan are expected to be up to $143 million, comprised of:

(a) severance and related employee costs of approximately $55 million;

(b) facility closure costs of approximately $51 million, which are mainly related to retail stores; and

(c) other costs, including contract termination costs, to facilitate the execution of the Maximize B2B Restructuring Plan of approximately $37 million.

These total estimated restructuring costs of up to $143 million above are expected to be cash expenditures through 2023 and funded primarily with cash on hand and cash from operations.

In 2020, the Company incurred $81 million in restructuring expenses associated with the Maximize B2B Restructuring Plan which consisted of $45 million in employee severance, $7 million in third-party professional fees, $5 million in contract termination costs, and $24 million of retail store and facility closure and other costs that were mainly related to facility closure accruals, gains and losses on asset dispositions, and accelerated depreciation. Of these amounts, $28 million were cash expenditures in 2020.

Business Acceleration Program

In May 2019, the Company's Board of Directors approved the Business Acceleration Program, a company-wide, multi-year, cost reduction and business improvement program to systematically drive down costs, improve operational efficiencies, and enable future growth investments. In connection with the Business Acceleration Program, the Company closed 82 underperforming retail stores and one other facility in 2020, and seven other facilities, consisting of distribution centers and sales offices were closed in 2019. The Company incurred $101 million in restructuring expenses to implement the Business Acceleration Program since its inception in 2019 through the end of 2020, of which $98 million were cash expenditures funded primarily with cash on hand and cash from operations. The Business Acceleration Program was completed by the end of 2020.

In 2020, the Company incurred $19 million in restructuring expenses associated with the Business Acceleration Program which consisted of $11 million in third-party professional fees and $8 million of retail store and facility closure costs and other. The Company made cash expenditures of $29 million for the Business Acceleration Program in 2020.

Other

Included in restructuring expenses in 2019 and 2018 are $8 million and $5 million, respectively, of costs incurred in connection with the Company's Comprehensive Business Review, a program announced in 2016 and concluded at the end of 2019. Under the Comprehensive Business Review, the Company closed a total of 208 retail stores, and the costs incurred included severance, facility closure costs, contract termination, accelerated depreciation, relocation and disposal gains and losses, as well as other costs associated with retail store closures.

Additionally, restructuring expenses in 2020 included $3 million in third-party professional fees incurred in connection with the Reorganization, and restructuring expenses in 2018 included professional fees of $11 million associated with planning the Company's multi-year strategic transformation.

Asset impairments related to the restructuring initiatives are not included in the table above. Refer to Note 16 for further information.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

MERGER AND RESTRUCTURING ACCRUALS

The activity in the merger and restructuring accruals in 2020 and 2019 is presented in the table below. Certain merger and restructuring charges are excluded from the table because they are paid as incurred or non-cash, such as accelerated depreciation and gains and losses on asset dispositions.

(In millions)	Beginning Balance	Charges Incurred	Cash Payments	Adjustments (a)	Ending Balance
2020					
Termination benefits:					
Merger-related accruals	$ 1	$ 1	$ (2)	$ —	$ —
Maximize B2B Restructuring Plan	—	39	(9)	—	30
Business Acceleration Program	13	—	(5)	—	8
Lease and contract obligations, accruals for facilities closures and other costs:					
Merger-related accruals	—	2	(1)	—	1
Maximize B2B Restructuring Plan	—	27	(17)	—	10
Business Acceleration Program	5	20	(24)	—	1
Comprehensive Business Review	3	—	(1)	—	2
Total	$ 22	$ 89	$ (59)	$ —	$ 52
2019					
Termination benefits:					
Merger-related accruals	$ 3	$ 2	$ (4)	$ —	$ 1
Maximize B2B Restructuring Plan	—	—	—	—	—
Business Acceleration Program	—	40	(27)	—	13
Lease and contract obligations, accruals for facilities closures and other costs:					
Merger-related accruals	10	—	—	(10)	—
Maximize B2B Restructuring Plan	—	—	—	—	—
Business Acceleration Program	—	42	(37)	—	5
Comprehensive Business Review	5	6	(5)	(3)	3
Total	$ 18	$ 90	$ (73)	$ (13)	$ 22

(a) Represents reclassification of operating lease obligations associated with facility closures to Operating lease ROU assets in the Consolidated Balance Sheet in accordance with the new lease accounting standard.

The short-term and long-term components of these liabilities are included in Accrued expenses and other current liabilities and Deferred income taxes and other long-term liabilities, respectively, in the Consolidated Balance Sheets.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 4. REVENUE RECOGNITION

PRODUCTS AND SERVICES REVENUE

The following table provides information about disaggregated revenue by Division, and major products and services categories.

	2020				
(In millions)	Business Solutions Division	Retail Division	CompuCom Division	Other	Total
Major products and services categories					
Products					
Supplies	$ 2,514	$ 1,415	$ —	$ 12	$ 3,941
Technology	1,193	1,772	221	—	3,186
Furniture and other	689	551	—	7	1,247
Services					
Technology	—	26	624	(14)	636
Copy, print, and other	287	403	9	1	700
Total	$ 4,683	$ 4,167	$ 854	$ 6	$ 9,710

	2019				
(In millions)	Business Solutions Division	Retail Division	CompuCom Division	Other	Total
Major products and services categories					
Products					
Supplies	$ 2,961	$ 1,670	$ —	$ 16	$ 4,647
Technology	1,236	1,702	271	2	3,211
Furniture and other	750	421	—	5	1,176
Services					
Technology	—	29	709	(14)	724
Copy, print, and other	332	541	14	2	889
Total	$ 5,279	$ 4,363	$ 994	$ 11	$ 10,647

	2018				
(In millions)	Business Solutions Division	Retail Division	CompuCom Division	Other	Total
Major products and services categories					
Products					
Supplies	$ 2,942	$ 1,753	$ —	$ 10	$ 4,705
Technology	1,307	1,938	233	(7)	3,471
Furniture and other	725	414	—	7	1,146
Services					
Technology	1	28	843	(4)	868
Copy, print, and other	307	508	10	—	825
Total	$ 5,282	$ 4,641	$ 1,086	$ 6	$ 11,015

Products revenue includes the sale of:

- Supplies such as paper, writing instruments, office supplies, cleaning and breakroom items, and personal protective equipment;
- Technology related products such as toner and ink, printers, computers, tablets and accessories, and electronic storage; and
- Furniture and other products such as desks, seating, and luggage.

The Company sells its supplies, furniture and other products through its Business Solutions and Retail Divisions, and its technology products through all three Divisions. Customers can purchase products through the Company's call centers, electronically through its Internet websites, or through its retail stores. Revenues from supplies, technology, and furniture and other product sales are recognized when the customer obtains control of the Company's product, which occurs at a point in time, typically upon delivery to the customer.

Furniture and other products also include arrangements where customers can make special furniture interior design and installation orders that are customized to their needs. The performance obligations related to these arrangements are satisfied over time.

Services revenue includes the sale of:

- Technology service offerings provided through the Company's CompuCom Division, such as technology lifecycle management, end user computing and collaboration, service desk, remote technology monitoring and management, and information technology ("IT") workforce solutions, as well as technology support services offerings provided in the Company's retail stores, such as installation and repair; and
- Copy, print, and other service offerings such as managed print and fulfillment services, product subscriptions, and sales of third party software, gift cards, warranties, remote support as well as rental income on operating lease arrangements where the Company conveys to its customers the right to use devices and other equipment for a stated period.

The largest offering in the service technology category is end user computing, which provides on-site services to assist corporate end users with their IT needs. Services are either billed on a rate per hour, per event, or per user, or on a fixed recurring basis. For the majority of technology service offerings contracts, the Company has the right to invoice the customer in an amount that directly corresponds with the value to the customer of the Company's performance to date and as such the Company recognizes revenue based on the amount billable to the customer in accordance with the practical expedient provided by the current revenue guidance.

Substantially all of the Company's other service offerings are satisfied at a point in time and revenue is recognized as such. The largest other service offering is copy and print services, which includes printing, copying, and digital imaging. The majority of copy and print services are fulfilled through retail stores and the related performance obligations are satisfied within a short period of time (generally within the same day).

REVENUE RECOGNITION AND SIGNIFICANT JUDGMENTS

Revenue is recognized upon transfer of control of promised products or services to customers for an amount that reflects the consideration the Company is entitled to receive in exchange for those products or services. For product sales, transfer of control occurs at a point in time, typically upon delivery to the customer. For service offerings, the transfer of control and satisfaction of the performance obligation is either over time or at a point in time. When performance obligations are satisfied over time, the Company evaluates the pattern of delivery and progress each reporting period and, if necessary, adjusts the measure of performance and related revenue recognition. Revenue is recognized net of allowance for returns and net of any taxes collected from customers, which are subsequently remitted to governmental authorities. Shipping and handling costs are considered fulfillment activities and are recognized within the Company's cost of goods sold.

Contracts with customers could include promises to transfer multiple products and services to a customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. Determining the standalone selling price also requires judgment. The Company did not have significant revenues generated from such contracts in 2020, 2019 and 2018.

Products are generally sold with a right of return and the Company may provide other incentives, such as rebates and coupons, which are accounted for as variable consideration when estimating the amount of revenue to recognize. The Company estimates returns and incentives at contract inception and includes the amount in the transaction price for which significant reversal is not probable. These estimates are updated at the end of each reporting period as additional information becomes available.

The Company offers a customer loyalty program that provides customers with rewards that can be applied to future purchases or other incentives. Loyalty rewards are accounted for as a separate performance obligation and deferred revenue is recorded in the amount of the transaction price allocated to the rewards, inclusive of the impact of estimated breakage. The estimated breakage of loyalty rewards is based on historical redemption rates experienced under the loyalty program. Revenue is recognized when the loyalty rewards are redeemed or expire. As of both December 26, 2020 and December 28, 2019, the Company had $12 million of deferred revenue related to the loyalty program, which is included in Accrued expenses and other current liabilities in the Consolidated Balance Sheets.

The Company recognizes revenue in certain circumstances before product delivery occurs (commonly referred to as bill-and-hold transactions). Revenue from bill-and-hold transactions is recognized when all specific requirements for transfer of control under a bill-and-hold arrangement have been met which include, among other things, a request from the customer that the product be held for future scheduled delivery. For these bill-and-hold arrangements, the associated product inventory is identified separately as belonging to the customer and is ready for physical transfer.

CONTRACT BALANCES

The timing of revenue recognition may differ from the timing of invoicing to customers. A receivable is recognized in the period the Company delivers goods or provides services, and is recorded at the invoiced amount, net of an allowance for doubtful accounts. A receivable is also recognized for unbilled services where the Company's right to consideration is unconditional, and is recorded based on an estimate of time and materials. Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 20 to 60 days. In instances where the timing of revenue recognition differs from the timing of invoicing, the Company has determined that the contracts do not include a significant financing component. The primary purpose of the Company's invoicing terms is to provide customers with simplified and predictable ways of purchasing its products and services.

The Company receives payments from customers based upon contractual billing schedules. Contract assets include amounts related to deferred contract acquisition costs (refer to the section "Costs to Obtain a Contract" below) and if applicable, the Company's conditional right to consideration for completed performance under a contract. The short- and long-term components of contract assets in the table below are included in Prepaid expenses and other current assets, and Other assets, respectively, in the Consolidated Balance Sheets. Contract liabilities include payments received in advance of performance under the contract, which are recognized as revenue when the performance obligation is completed under the contract, as well as accrued contract acquisition costs, liabilities related to the Company's loyalty program and gift cards. The short- and long-term components of contract liabilities in the table below are included in Accrued expenses and other current liabilities, and Deferred income taxes and other long-term liabilities, respectively, in the Consolidated Balance Sheets.

The following table provides information about receivables, contract assets and contract liabilities from contracts with customers:

(In millions)	December 26, 2020	December 28, 2019
Trade receivables, net	$ 501	$ 599
Short-term contract assets	15	23
Long-term contract assets	15	17
Short-term contract liabilities	50	52
Long-term contract liabilities	4	1

In 2020 and 2019, the Company did not have any contract assets related to conditional rights. The Company recognized revenues of $26 million and $27 million in 2020 and 2019, respectively, which were included in the short-term contract liability balance at the beginning of the period. There were no contract assets and liabilities that were recognized in 2020 and 2019 as a result of business combinations. There were no significant adjustments to revenue from performance obligations satisfied in previous periods and there were no contract assets recognized at the beginning of the period that transferred to receivables in 2020 and 2019.

A majority of the purchase orders and statements of work related to contracts with customers require delivery of the product or service within one year or less. For certain service contracts that exceed one year, the Company recognizes revenue at the amount to which it has the right to invoice for services performed. Accordingly, the Company has applied the optional exemption provided by the new revenue recognition standard relating to unsatisfied performance obligations and does not disclose the value of unsatisfied performance obligations for its contracts.

COSTS TO OBTAIN A CONTRACT

The Company recognizes an asset for the incremental costs of obtaining a contract with a customer if it expects the benefit of those costs to be longer than one year. The Company has determined that certain rebate incentive programs meet the requirements to be capitalized. These costs are periodically reviewed for impairment, and are amortized on a straight-line basis over the expected period of benefit. As of December 26, 2020 and December 28, 2019, capitalized acquisition costs amounted to $30 million and $40 million, respectively, and are reflected in short-term contract assets and long-term contract assets in the table above. In 2020, 2019 and 2018, amortization expense was $30 million, $35 million and $33 million, respectively. The Company had no asset impairment charges related to contract assets in the periods presented herein. There is uncertainty regarding the impacts of COVID-19 on the global and national economies, which could negatively affect the Company’s customers and result in future impairments of contract assets.

NOTE 5. SEGMENT INFORMATION

At December 26, 2020, the Company had three reportable segments: Business Solutions Division, Retail Division and the CompuCom Division. The Business Solutions Division sells nationally branded as well as the Company’s private branded office supply and adjacency products and services to customers in the United States, Puerto Rico, the U.S. Virgin Islands, and Canada. Business Solutions Division customers are served through a dedicated sales force, catalogs, telesales, and electronically through the Company’s Internet websites. The Retail Division includes a chain of retail stores in the United States, Puerto Rico and the U.S. Virgin Islands, which sell office supplies, technology products and solutions, business machines and related supplies, cleaning, breakroom and facilities products, personal protective equipment, and office furniture as well as offer business services including copying, printing, digital imaging, mailing, shipping and technology support services. In addition, the print needs for retail and business customers are also facilitated through the Company’s regional print production centers. The CompuCom Division provides IT services and products to enterprise organizations in the United States and Canada, and offers a broad range of solutions including technology lifecycle management, end user computing and collaboration, service desk, remote technology monitoring and management, and IT workforce solutions.

The retained global sourcing operations previously included in the former International Division are not significant and have been presented as Other. Also included in Other is the elimination of intersegment revenues of $17 million, $14 million and $11 million in 2020, 2019 and 2018, respectively.

The products and services offered by the Business Solutions Division and the Retail Division are similar, but the CompuCom Division’s offerings are focused on IT services and related products. The Company’s three operating segments are its three reportable segments. The Business Solutions Division, the Retail Division and the CompuCom Division are managed separately as they represent separate channels in the way the Company serves its customers, and they are managed accordingly. The accounting policies for each segment are the same as those described in Note 1. Division operating income is determined based on the measure of performance reported internally to manage the business and for resource allocation. This measure charges to the respective Divisions those expenses considered directly or closely related to their operations and allocates support costs. Certain operating expenses and credits are not allocated to the Business Solutions Division, the Retail Division or the CompuCom Division, including asset impairments and merger and restructuring expenses, as well as expenses and credits retained at the Corporate level, including certain management costs and legacy pension and environmental matters. Other companies may charge more or less of these items to their segments and results may not be comparable to similarly titled measures used by other entities. In addition, the Company regularly evaluates the appropriateness of the reportable segments based on how the business is managed, including decision-making about resources allocation and assessing performance of the segments, particularly in light of organizational changes, merger and acquisition activity and changing laws and regulations. Therefore, the current reportable segments may change in the future.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

A summary of significant accounts and balances by segment, reconciled to consolidated totals, after the elimination of discontinued operations for all periods is as follows:

(In millions)		Business Solutions Division	Retail Division	CompuCom Division	Other	Corporate*	Consolidated Total
Sales	**2020**	**$ 4,683**	**$ 4,167**	**$ 854**	**$ 6**	**$ —**	**$ 9,710**
	2019	5,279	4,363	994	11	—	10,647
	2018	5,282	4,641	1,086	6	—	11,015
Division operating income (loss)	**2020**	**116**	**275**	**14**	**—**	**—**	**405**
	2019	271	194	(2)	—	—	463
	2018	243	193	17	(2)	—	451
Capital expenditures	**2020**	**25**	**28**	**10**	**—**	**5**	**68**
	2019	43	68	10	—	29	150
	2018	43	108	14	—	22	187
Depreciation and amortization	**2020**	**66**	**80**	**31**	**—**	**12**	**189**
	2019	66	91	39	—	8	204
	2018	64	83	38	—	7	192
Charges for losses on receivables and inventories	**2020**	**9**	**24**	**3**	**—**	**—**	**36**
	2019	—	25	1	—	—	26
	2018	3	32	2	—	—	37
Assets	**2020**	**1,581**	**1,962**	**694**	**5**	**1,316**	**5,558**
	2019	1,803	2,403	989	10	2,106	7,311

* Amounts included in "Corporate" consist of assets (including all cash and cash equivalents) and depreciation related to corporate activities of continuing operations.

A reconciliation of the measure of Division operating income to Consolidated income from continuing operations before income taxes is as follows:

(In millions)	**2020**	2019	2018
Division operating income	**$ 405**	$ 463	$ 451
Add/(subtract):			
Asset impairments	**(431)**	(56)	(7)
Merger and restructuring expenses, net	**(121)**	(116)	(72)
Legal expense accrual	**—**	—	(25)
Unallocated expenses	**(105)**	(100)	(93)
Interest income	**4**	23	25
Interest expense	**(42)**	(89)	(121)
Loss on extinguishment and modification of debt	**(12)**	—	(15)
Other income, net	**7**	21	15
Income (loss) from continuing operations before income taxes	**$ (295)**	$ 146	$ 158

NOTE 6. INCOME TAXES

The components of income (loss) from continuing operations before income taxes consisted of the following:

(In millions)	2020	2019	2018
United States	**$ (281)**	$ 116	$ 138
Foreign	**(14)**	30	20
Total income (loss) from continuing operations before income taxes	**$ (295)**	$ 146	$ 158

The income tax expense (benefit) related to income (loss) from continuing operations consisted of the following:

(In millions)	2020	2019	2018
Current:			
Federal	**$ (11)**	$ (64)	$ 3
State	**16**	3	7
Foreign	**10**	8	9
Deferred:			
Federal	**19**	84	27
State	**(6)**	11	13
Foreign	**(4)**	5	—
Total income tax expense	**$ 24**	$ 47	$ 59

The following is a reconciliation of income taxes at the U.S. Federal statutory rate to the provision for income taxes:

(In millions)	2020	2019	2018
Federal tax computed at the statutory rate	**$ (62)**	$ 30	$ 33
State taxes, net of Federal benefit	**3**	6	10
Foreign income taxed at rates other than Federal	**6**	1	5
Increase (decrease) in valuation allowance	**(4)**	9	(3)
Non-deductible Goodwill impairments	**74**	—	—
Other non-deductible expenses and settlements	**4**	3	10
Tax basis differences in investment in subsidiaries	**—**	—	(4)
Non-taxable income and additional deductible expenses	**(3)**	(4)	(1)
Change in unrecognized tax benefits	**—**	2	1
Impact of stock compensation shortfall	**2**	—	5
Other items, net	**4**	—	3
Income tax expense	**$ 24**	$ 47	$ 59

The Company’s effective tax rate of (8)% in 2020 differs from the statutory rate of 21% primarily due to the impact of goodwill impairment, state taxes, excess tax deficiencies associated with stock-based compensation awards and certain nondeductible items, adjustments to certain tax benefits and the mix of income and losses across U.S. and non-U.S. jurisdictions. The Company’s effective tax rate of 32% in 2019 differs from the statutory rate of 21% primarily due to the impact of state taxes and certain nondeductible items, the recognition of valuation allowances, and the Company’s mix of income and losses across U.S. and non-U.S. jurisdictions. The Company’s effective tax rate of 37% in 2018 reflected the same Federal marginal tax rate of 21% and the impact of the Company’s mix of income and losses across US and non-US jurisdictions. In addition, the 2018 rate was impacted by several discrete items including the impact of a potentially nondeductible legal settlement, the impact of excess tax deficiencies associated with stock-based compensation awards, state taxes, and certain other nondeductible items. As a result, The Company’s effective tax rates were (8)% in 2020, 32% in 2019 and 37% in 2018.

As a result of the Tax Cuts and Jobs Act, the Alternative Minimum Tax (AMT) for corporations was repealed. In addition, any unused AMT Credits that remain unused for tax years after 2017 can be refunded. For the 2020 tax year, the Company received a cash refund of $44 million of its credits in the third quarter. For 2019, the Company received a $44 million refund in the fourth quarter of 2019. The Company has no remaining AMT credits available for refund or to offset taxes as of 2020. These amounts are reflected as a reduction of deferred tax assets.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The Company recognized a large deferred tax liability related to the maturity of the Timber Note Receivable. The entire deferred gain was recognized resulting in significant taxable income in the first quarter of 2020. It was largely offset by available capital loss carryforwards, both Federal and state, state net operating losses, and any remaining Federal credits and carryforwards.

The Company continues to have a U.S. valuation allowance for certain U.S. Federal credits and state tax attributes, which relate to deferred tax assets that require either certain types of income or for income to be earned in certain jurisdictions in order to be realized. The Company will continue to assess the realizability of its deferred tax assets in the U.S. and remaining foreign jurisdictions in future periods. Changes in pretax income projections could impact this evaluation in future periods.

The Company operates in several foreign jurisdictions with income tax rates that differ from the U.S. Federal statutory rate, which resulted in an expense for 2020 and 2019 presented in the effective tax rate reconciliation. Significant foreign tax jurisdictions for which the Company realized such expense are Canada and Puerto Rico after the sale of the other international operations.

The components of deferred income tax assets and liabilities consisted of the following:

(In millions)	**December 26, 2020**	December 28, 2019
U.S. and foreign loss carryforwards	**$ 81**	$ 240
Operating lease right-of-use assets	**340**	385
Pension and other accrued compensation	**53**	53
Accruals for facility closings	**3**	2
Inventory	**9**	9
Self-insurance accruals	**16**	19
Deferred revenue	**15**	16
U.S. and foreign income tax credit carryforwards	**115**	168
Allowance for bad debts	**7**	4
Accrued expenses	**20**	21
Basis difference in fixed assets	**38**	31
Gross deferred tax assets	**697**	948
Valuation allowance	**(145)**	(151)
Deferred tax assets	**552**	797
Internal software	**3**	10
Installment gain on sale of timberlands	**—**	168
Operating lease liabilities	**309**	356
Intangibles	**91**	96
Undistributed foreign earnings	**3**	4
Deferred tax liabilities	**406**	634
Net deferred tax assets	**$ 146**	$ 163

As of December 26, 2020, and December 28, 2019, deferred income tax liabilities amounting to $16 million and $20 million, respectively, are included in deferred income taxes and other long-term liabilities.

As of December 26, 2020, the Company has utilized all of its U.S. Federal net operating loss (“NOL”) carryforwards with the exception of the NOLs acquired as part of the CompuCom acquisition. The Company has $13 million of Federal, $228 million of foreign and $1.1 billion of state NOL carryforwards. Of the Federal NOL carryforwards, none expired in 2020 with the remainder expiring between 2021 and 2033. Of the foreign NOL carryforwards, $4 million will expire in 2021 and the remaining balance will expire between 2024 and 2034. Of the state NOL carryforwards, $75 million will expire in 2021, and the remaining balance will expire between 2021 and 2039. The Company has no Federal capital loss carryover available to offset future capital gains generated.

Additionally, the Company has $101 million of U.S. Federal tax credit carryforwards, which expire between 2021 and 2030, and $14 million of state and foreign tax credit carryforwards, $2 million of which can be carried forward indefinitely, and the remainder of which will expire between 2023 and 2028.

As of December 26, 2020, the Company has not triggered an “ownership change” as defined in Internal Revenue Code Section 382 or other similar provisions that would limit the use of NOL and tax credit carryforwards. However, the Company did acquire certain NOLs and other credit carryforwards that may be limited as a result of the purchase. Furthermore, if the Company were to experience an ownership change in future periods, its deferred tax assets and income tax expense may be negatively impacted. Deferred income taxes have been provided on all undistributed earnings of foreign subsidiaries.

The following summarizes the activity related to valuation allowances for deferred tax assets:

(In millions)	**2020**	2019	2018
Beginning balance	**$ 151**	$ 142	$ 144
Additions, charged to expense	**—**	9	—
Reductions	**(6)**	—	(2)
Ending balance	**$ 145**	$ 151	$ 142

The Company's valuation allowance decreased during 2020 due to the expiration of certain credits for which a valuation allowance had been established. During 2019, the Company released established valuation allowances on certain deferred tax assets related to certain credits and carryforwards that are not expected to be utilized prior to expiration. During 2018, the Company released a small portion of its valuation allowance related to certain credits that are now expected to be utilized prior to expiration. As of December 26, 2020, the Company continues to have a U.S. valuation allowance for certain U.S. Federal credits and certain state tax attributes, which relate to deferred tax assets that require either certain types of income or for income to be earned in certain jurisdictions in order to be realized. The Company will continue to assess the realizability of its deferred tax assets in the U.S. and remaining foreign jurisdictions in future periods. Changes in pretax income projections, including changes as a result of unforeseen effects from the COVID-19 pandemic, could impact this evaluation in future periods.

The following table summarizes the activity related to unrecognized tax benefits:

(In millions)	**2020**	2019	2018
Beginning balance	**$ 22**	$ 20	$ 20
Increase related to current year tax positions	**—**	2	—
Increase (decrease) related to prior year tax positions	**—**	—	1
Decrease related to settlements with taxing authorities	**(3)**	—	(1)
Ending balance	**$ 19**	$ 22	$ 20

Included in the balance of $19 million at December 26, 2020, is $8 million of unrecognized tax benefits that, if recognized, would impact the effective tax rate. The other $11 million primarily results from tax positions that, if sustained, would be offset by changes in deferred tax assets. It is anticipated that no material tax positions will be resolved within the next 12 months. Additionally, the Company anticipates that it is reasonably possible that new issues will be raised or resolved by tax authorities that may require changes to the balance of unrecognized tax benefits; however, an estimate of such changes cannot be reasonably made.

The Company recognizes interest related to unrecognized tax benefits in interest expense and penalties in the provision for income taxes. The Company recognized immaterial interest and penalty expense in 2020, 2019 and 2018. The Company had approximately $7 million accrued for the payment of interest and penalties as of December 26, 2020.

The Company files a U.S. Federal income tax return and other income tax returns in various states and foreign jurisdictions. With few exceptions, the Company is no longer subject to U.S. Federal and state and local income tax examinations for years before 2019 and 2015, respectively. The acquired OfficeMax U.S. consolidated group is no longer subject to U.S. Federal income tax examination and with few exceptions, is no longer subject to U.S. state and local income tax examinations for years before 2015. The U.S. Federal income tax returns for 2019 are currently under review. Generally, the Company is subject to routine examination for years 2015 and forward in its international tax jurisdictions.

NOTE 7. EARNINGS (LOSS) PER SHARE

As disclosed in Note 1, a 1-for-10 reverse stock split of the Company's outstanding shares of common stock and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio became effective on June 30, 2020. All share and per share amounts have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split. The following table presents the calculation of net earnings (loss) per common share — basic and diluted:

(In millions, except per share amounts)	**2020**	2019	2018
Basic Earnings (Loss) Per Share			
Numerator:			
Net income (loss) from continuing operations	**$ (319)**	$ 99	$ 99
Income from discontinued operations, net of tax	**—**	—	5
Net income (loss)	**$ (319)**	$ 99	$ 104
Denominator:			
Weighted-average shares outstanding	**53**	54	55
Basic earnings (loss) per share:			
Continuing operations	**$ (6.05)**	$ 1.82	$ 1.80
Discontinued operations	**—**	—	0.09
Net basic earnings (loss) per share	**$ (6.05)**	$ 1.82	$ 1.89
Diluted Earnings (Loss) Per Share			
Numerator:			
Net income (loss) from continuing operations	**$ (319)**	$ 99	$ 99
Income from discontinued operations, net of tax	**—**	—	5
Net income (loss)	**$ (319)**	$ 99	$ 104
Denominator:			
Weighted-average shares outstanding	**53**	54	55
Effect of dilutive securities:			
Stock options and restricted stock	**—**	1	1
Diluted weighted-average shares outstanding	**53**	55	56
Diluted earnings (loss) per share			
Continuing operations	**$ (6.05)**	$ 1.80	$ 1.77
Discontinued operations	**—**	—	0.08
Net diluted earnings (loss) per share	**$ (6.05)**	$ 1.80	$ 1.85

Awards of stock options and nonvested shares representing additional shares of outstanding common stock were 2 million, 1 million and less than 1 million for the fiscal years ended December 26, 2020, December 28, 2019 and December 29, 2018, respectively, but were not included in the computation of diluted weighted-average shares outstanding because their effect would have been antidilutive.

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NOTE 8. PROPERTY AND EQUIPMENT

Property and equipment consists of:

(In millions)	**December 26, 2020**	December 28, 2019
Land	**$ 45**	$ 45
Buildings	**210**	221
Computer software	**696**	653
Leasehold improvements	**606**	658
Furniture, fixtures and equipment	**810**	833
Construction in progress	**22**	49
	2,389	2,459
Less accumulated depreciation	**(1,813)**	(1,780)
Total	**$ 576**	$ 679

The above table of property and equipment includes assets held under finance leases as follows:

(In millions)	**December 26, 2020**	December 28, 2019
Buildings	**$ 34**	$ 40
Furniture, fixtures and equipment	**147**	132
	181	172
Less accumulated depreciation	**(122)**	(120)
Total	**$ 59**	$ 52

Depreciation expense was $108 million in 2020, $118 million in 2019 and $114 million in 2018.

Included in computer software and construction in progress above are capitalized software costs of $696 million and $653 million at December 26, 2020 and December 28, 2019, respectively. The unamortized amounts of the capitalized software costs are $126 million and $134 million at December 26, 2020 and December 28, 2019, respectively. Amortization of capitalized software costs totaled $55 million, $55 million and $46 million in 2020, 2019 and 2018, respectively. Software development costs that do not meet the criteria for capitalization are expensed as incurred.

Estimated future amortization expense related to capitalized software at December 26, 2020 is as follows:

(In millions)	
2021	$ 48
2022	35
2023	23
2024	14
2025	6
Thereafter	—

The weighted average remaining amortization period for capitalized software is 3 years.

ASSETS HELD FOR SALE

Certain facilities that were part of continuing operations but had been identified for closure through integration and other activities were accounted for as assets held for sale. Assets held for sale primarily consists of supply chain facilities and are presented in Prepaid expenses and other current assets in the Consolidated Balance Sheets. The Company had assets held for sale of $1 million at December 26, 2020. No significant gain or loss on disposition of assets held for sale was recognized during 2020. The Company recognized $25 million gain on disposition of assets held for sale during 2019, of which $19 million was included in Selling, general and administrative expenses and $6 million was included in Merger and restructuring expenses, net in the Consolidated Statement of Operations.

NOTE 9. GOODWILL AND OTHER INTANGIBLE ASSETS

GOODWILL

The components of goodwill by segment are provided in the following table:

(In millions)	Business Solutions Division	Retail Division	CompuCom Division	Total
Balance as of December 28, 2019	$ 410	$ 78	$ 456	$ 944
Acquisitions	21	—	—	21
Foreign currency rate impact	—	—	(4)	(4)
Impairments	(115)	—	(237)	(352)
Balance as of December 26, 2020	**$ 316**	**$ 78**	**$ 215**	**$ 609**

Additions to goodwill relate to acquisitions made during 2020, as well as the impact of purchase accounting adjustments associated with 2020 and 2019 acquisitions. As disclosed in Note 2, these adjustments were insignificant individually and in the aggregate to the Company’s Consolidated Financial Statements. Goodwill balance as of December 28, 2019 in the Business Solutions Division in the table above is net of $349 million of accumulated impairment loss recognized in 2008.

Goodwill and indefinite-lived intangible assets are tested for impairment annually as of the first day of fiscal month December or more frequently when events or changes in circumstances indicate that impairment may have occurred. During the second quarter of 2020, due to the macroeconomic impacts of COVID-19 on the Company's current and projected future results of operations, the Company determined that an indicator of potential impairment existed requiring an interim quantitative goodwill impairment test for its CompuCom and Contract reporting units. The Contract reporting unit is a component of the Business Solutions Division segment. The quantitative goodwill impairment test indicated that the carrying value of the CompuCom and Contract reporting units exceeded their fair value by $237 million and $115 million, respectively. As a result, the Company recorded partial goodwill impairment charges of $237 million and $115 million in the second quarter of 2020 associated with the CompuCom and Contract reporting units, respectively. These non-cash impairment charges are presented within the Asset impairments line for year-to-date 2020 in the accompanying Condensed Consolidated Statements of Operations. At December 26, 2020, the CompuCom reporting unit and the Contract reporting unit have goodwill of $215 million and $241 million, respectively.

The decline in the fair values of the CompuCom and Contract reporting units resulted from macroeconomic impacts of COVID-19, particularly as it relates to the restrictions and closures imposed on their business customers, which lowered the projected revenue growth rates and profitability levels of the reporting units. The duration of the impacts of the pandemic became longer than anticipated in the first quarter of 2020, which significantly impacted the Company’s expectations on timing for its customers returning back to levels of historical operations. For its CompuCom reporting unit, the Company had begun to experience a decline in project-based service revenue due to customer-imposed deferrals late in the first quarter of 2020. During the second quarter of 2020, declines in project-based service revenue continued to deteriorate at a faster pace due to both customer-imposed deferrals and cancellations. The Company also started to experience declines in its annuity-based service revenue from reduced service volume and declines in its product revenue from deferred or cancelled customer spend on product purchases, due to the continued disruption in the activities of its business customers during the second quarter of 2020. For its Contract reporting unit, the Company had begun experiencing decreased demand for its core product and service offerings late in the first quarter of 2020, mainly as a result of the temporary closure of nonessential businesses which constitute a portion of this reporting unit’s customers, along with the transition of many other business customers to a work-from-home environment. The disruption on the Contract reporting unit’s business customers continued through the second quarter of 2020 as a portion of these businesses are still operating at reduced activity levels or remain closed.

During the second quarter, the opportunities related to increased sales in cleaning and breakroom supplies and personal protective equipment also did not materialize at levels that were anticipated. In addition, the consideration of incremental risk associated with the uncertainty related to the pace of the economic recovery was also a factor that contributed to the decline in the fair values of both reporting units.

The fair value estimates for both reporting units were based on a blended analysis of the present value of future discounted cash flows and market value approach. The significant estimates used in the discounted cash flow model included the Company's weighted average cost of capital, projected cash flows and the long-term rate of growth. The assumptions were based on the actual historical performance of the reporting units and took into account the recent and continued weakening of operating results as well as the anticipated rate of recovery, and implied risk premiums based on market prices of the Company's equity and debt as of the assessment date. Significant estimates in the market approach model included identifying similar companies with comparable business factors such as size, growth, profitability, risk and return on investment and assessing comparable revenue and earnings multiples in estimating the fair value of the reporting units. CompuCom's trade name, which is an indefinite-lived intangible asset, was also tested for impairment using the relief from royalty method and was determined to be impaired as its carrying value exceeded its fair value by $11 million. Accordingly, the Company recorded an impairment charge of $11 million in the second quarter of 2020 related to this asset.

During the fourth quarter of 2020, the Company performed its annual impairment assessment, which was as of the first day of fiscal month December. The annual impairment assessment was performed using a quantitative assessment for all reporting units. The quantitative assessment combined the income approach and the market approach valuation methodologies and concluded that the fair value of all the Company's reporting units exceed their carrying amounts. As the carrying value of the goodwill for CompuCom and Contract reporting units were written down to fair value recently during the second quarter of 2020, their margin of passage during the annual impairment assessment were approximately 12%. The Company will continue to evaluate the recoverability of goodwill at the reporting unit level on an annual basis and whenever events or changes in circumstances indicate there may be a potential impairment. If the operating results of the Company's reporting units deteriorate in the future, it may cause the fair value of one or more of the reporting units to fall below their carrying value, resulting in additional goodwill impairment charges.

INDEFINITE-LIVED INTANGIBLE ASSETS

The Company had $71 million and $82 million of trade names as of December 26, 2020 and December 28, 2019, respectively. These indefinite-lived intangible assets are included in Other intangible assets, net in the Consolidated Balance Sheets.

The Company recognized $11 million of impairment charges to its trade names intangible assets in 2020. The Company recognized $2 million and $1 million of impairment charges to its other indefinite-lived intangible assets, in 2019 and 2018, respectively.

DEFINITE INTANGIBLE ASSETS

Definite-lived intangible assets, which are included in Other intangible assets, net in the Consolidated Balance Sheets, are as follows:

	December 26, 2020		
(In millions)	**Gross Carrying Amount**	**Accumulated Amortization**	**Net Carrying Amount**
Customer relationships	**$ 418**	**$ (132)**	**$ 286**
Technology	**19**	**(19)**	**—**
Total	**$ 437**	**$ (151)**	**$ 286**

	December 28, 2019		
(In millions)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships	$ 412	$ (109)	$ 303
Technology	19	(16)	3
Total	$ 431	$ (125)	$ 306

Definite-lived intangible assets generally are amortized using the straight-line method. The remaining weighted average amortization periods for customer relationships is 13 years.

Amortization of intangible assets was $26 million in 2020, $31 million in 2019 and $31 million in 2018. Intangible assets amortization expenses are included in the Consolidated Statements of Operations in Selling, general and administrative expenses.

Estimated future amortization expense for the intangible assets is as follows:

(In millions)		
2021	**$**	**24**
2022		**23**
2023		**21**
2024		**21**
2025		**21**
Thereafter		**176**
Total	**$**	**286**

Definite-lived intangible assets are reviewed whenever events and circumstances indicate the carrying amount may not be recoverable and the remaining useful lives are appropriate. No impairment charges related to definite-lived intangible assets were recognized during 2020, 2019 and 2018.

NOTE 10. TIMBER NOTES/NON-RECOURSE DEBT

As part of the OfficeMax merger, the Company acquired credit-enhanced timber installment notes with an original principal balance of $818 million (the “Installment Notes”) that were part of the consideration received in exchange for OfficeMax’s sale of timberland assets in October 2004, and related non-recourse debt that OfficeMax issued under the structure of the timber note transactions in the amount of $735 million (the “Securitization Notes”). The Installment Notes and Securitization Notes were non-amortizing obligations bearing interest at 4.98% and 5.42%, respectively, and maturing on January 29, 2020 and October 31, 2019, respectively. During the third quarter of 2019, the Company, through a bankruptcy remote indirect subsidiary, entered into a term loan agreement to receive a $735 million loan on October 31, 2019 (the “Bridge Loan”) that was used to refinance the Securitization Notes. The Bridge Loan was also non-recourse to the Company, and was secured by the Installment Notes. The Bridge Loan incurred interest at a rate equal to 3-month LIBOR plus 0.75% per annum from October 31, 2019 through January 29, 2020 when it matured.

Prior to their maturity, the Installment Notes were reported as Timber notes receivable in the amount of $819 million at December 28, 2019 in the Company’s Consolidated Balance Sheet, which represented the original principal amount of $818 million plus a fair value adjustment recorded through purchase accounting in connection with the merger. The premium was amortized under the effective interest method as a component of interest income through the maturity date. Prior to its maturity, the Bridge Loan was reported as Non-recourse debt in the amount of $735 million in the Company’s Consolidated Balance Sheet at December 28, 2019, which represented the original principal amount.

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The Company received a net principal cash payment of $82.5 million upon maturity of the Installment Notes and the Bridge Loan on January 29, 2020, which were net settled as they were with the same third-party financial institution. In addition, the sale of the timberlands in 2004 had generated a tax gain for OfficeMax where the resulting tax liability was deferred until the maturity date for the Installment Notes. Accordingly, the Company recognized the deferred tax liability related to the maturity of the Installment Notes which resulted in significant taxable income in the first quarter of 2020. This was largely offset by available capital loss carryforwards, both Federal and state, state net operating losses, and any remaining Federal credits and carryforwards.

NOTE 11. DEBT

Debt consists of the following:

(In millions)	**December 26, 2020**	December 28, 2019
Recourse debt:		
Short-term borrowings and current maturities of long-term debt:		
Finance lease obligations	**$ 21**	$ 19
Other current maturities of long-term debt	**3**	87
Total	**$ 24**	$ 106
Long-term debt, net of current maturities:		
Term Loan, due 2022	**$ —**	$ 331
Unamortized debt issuance cost and discount	**—**	(13)
Term Loan, due 2022, net	**—**	318
New Facilities loans under the Third Amended Credit Agreement, due 2025	**100**	—
Revenue bonds, due in varying amounts periodically through 2029	**176**	176
American & Foreign Power Company, Inc. 5% debentures, due 2030	**15**	15
Finance lease obligations	**57**	58
Other financing obligations	**6**	8
Total	**$ 354**	$ 575
Non-recourse debt — Timber notes:		
Bridge Loan, due 2020 — Refer to Note 10	**$ —**	$ 735

The Company was in compliance with all applicable covenants of existing loan agreements at December 26, 2020.

THIRD AMENDED CREDIT AGREEMENT

On May 25, 2011, the Company entered into an Amended and Restated Credit Agreement with a group of lenders. Additional amendments to the Amended and Restated Credit Agreement have been entered into and were effective February 2012, March 2013, November 2013, May 2015, May 2016, December 2016, and November 2017 (the Amended and Restated Credit Agreement including all amendments is referred to as the “Amended Credit Agreement”). The Amended Credit Agreement provided for an asset based, multi-currency revolving credit facility of up to $1.2 billion.

On April 17, 2020, the Company entered into the Third Amended and Restated Credit Agreement (the “Third Amended Credit Agreement”), which provides for a $1.2 billion asset-based revolving credit facility (the “Revolving Loan Facility”) and a $100 million asset-based first-in, last-out term loan facility (the “FILO Term Loan Facility”), for an aggregate principal amount of up to $1.3 billion (the “New Facilities”). The New Facilities mature on April 17, 2025. The Third Amended Credit Agreement replaces the Company’s then existing Amended Credit Agreement that was due to mature in May 2021. The Third Amended Credit Agreement also provides that the Revolving Loan Facility may be increased by up to $250 million, subject to certain terms and conditions, including increased commitments from existing or new lenders. As provided by the Third Amended Credit Agreement, available amounts that can be borrowed at any given time are based on percentages of certain outstanding accounts receivable, credit card receivables, inventory, cash value of company-owned life insurance policies, and certain specific real estate of the Company (the “Borrowing Base”). The Revolving Loan Facility includes two sub-facilities of: (1) up to $1.150 billion which is available to the Company and certain of the Company’s domestic subsidiaries (which includes a letter of credit sub-facility of up to $400 million and a swingline loan sub-facility of up to $115 million); and (2) up to $50 million which is available to certain of the Company’s Canadian subsidiaries (which includes a letter of credit sub-facility of up to $25 million and a swingline loan sub-facility of up to $5 million). Certain of the Company’s subsidiaries guarantee the obligations under the New Facilities (the “Guarantors”). All loans borrowed under the Revolving Loan Facility may be borrowed, repaid and reborrowed from time to time until the maturity date of April 17, 2025 as provided in the Third Amended Credit Agreement. The FILO Term Loan Facility, once repaid, may not be reborrowed.

All amounts borrowed under the New Facilities, as well as the obligations of the Guarantors, are secured by a first priority lien on the Company's and such Guarantors' accounts receivables, inventory, cash, cash equivalents, deposit accounts, intercompany loan rights, certain pledged notes, certain life insurance policies, certain related assets, certain real estate and the proceeds thereof in each case. At the Company's option, borrowings made pursuant to the Third Amended Credit Agreement bear interest at either, (i) the alternate base rate (defined as the higher of the Prime Rate (as announced by the agent), the Federal Funds Rate plus 1/2 of 1% and the one month Adjusted LIBOR (defined below) plus 1%) or (ii) the Adjusted LIBOR (defined as the LIBOR as adjusted for statutory reserves) plus, in either case, a certain margin based on the aggregate average availability under the Third Amended Credit Agreement.

The Third Amended Credit Agreement contains representations, warranties, affirmative and negative covenants, and default provisions which are conditions precedent to borrowing. The most significant of these covenants and default provisions include limitations in certain circumstances on acquisitions, dispositions, share repurchases and the payment of cash dividends.

The New Facilities also include provisions whereby if the global availability is less than 12.5% of the Borrowing Base, the Company's cash collections go first to the agent to satisfy outstanding borrowings. Further, if total availability falls below 10% of the Borrowing Base, a fixed charge coverage ratio test is required. Any event of default that is not cured within the permitted period, including non-payment of amounts when due, any debt in excess of $25 million becoming due before the scheduled maturity date, or the acquisition of more than 40% of the ownership of the Company by any person or group, within the meaning of the Securities and Exchange Act of 1934, could result in a termination of the New Facilities and all amounts outstanding becoming immediately due and payable.

In 2020, the Company incurred approximately $6 million of new debt issuance costs under the Third Amended Credit Agreement, which will be recognized in interest expense through April 17, 2025, the maturity date of the New Facilities.

Upon the closing of the Third Amended Credit Agreement, the Company made an initial borrowing in the amount of $400 million under the New Facilities in the second quarter of 2020. These proceeds, along with available cash on hand, were used to repay in full the remaining $388 million balance under the Term Loan Credit Agreement (as defined in the section below) and terminate it and to repay approximately $66 million of borrowings and interest associated with the Company's company-owned life insurance policies, which, prior to their repayment were presented as a reduction to the company-owned life insurance policies asset balances within Other Assets. The Company recognized $12 million of loss from the extinguishment and modification of debt related to this transaction in 2020, which primarily included the write-off of the remaining unamortized original issue discount and debt issuance costs of the Term Loan Credit Agreement as of the closing date of the transaction, and is reflected in the Loss on extinguishment and modification of debt line item of the Consolidated Statement of Operations in 2020. During the third quarter of 2020, the Company repaid $300 million of revolving loans outstanding under the Third Amended Credit Agreement.

At December 26, 2020, the Company had no revolving loans outstanding, $100 million of outstanding FILO Term Loan Facility loans, $55 million of outstanding standby letters of credit, and $934 million of available credit under the Third Amended Credit Agreement.

TERM LOAN

In connection with the consummation of the acquisition of CompuCom, the Company entered into a credit agreement, dated as of November 8, 2017 (the "Term Loan Credit Agreement"), which provided for a $750 million term loan facility with a maturity date of November 8, 2022. The loans under the Term Loan Credit Agreement were issued with an original issue discount, at an issue price of 97.00%, and the Company incurred approximately $12 million of debt issuance costs. The loans under the Term Loan Credit Agreement incurred interest at a rate per annum equal to LIBOR plus 7.00% (or an alternative base rate plus 6.00%). The net proceeds of the loans under the Term Loan Credit Agreement were used to refinance certain indebtedness of CompuCom and to pay fees and expenses in connection with the acquisition of CompuCom and the related transactions.

On November 21, 2018, the Company entered into the First Amendment (the "First Amendment") to the Term Loan Credit Agreement to reduce the applicable interest rate from LIBOR plus 7.00% to LIBOR plus 5.25%. All other material provisions of the Term Loan Credit Agreement remained unchanged. In connection with the applicable interest rate reduction, the Company also made a voluntary repayment under the Term Loan Credit Agreement in the amount of $194 million. As a result, the Company recognized a $15 million loss on modification of debt in 2018, which consisted of the 1.00% prepayment premium and the write-off of unamortized deferred financing costs and original issue discount in an amount proportional to the term loan repaid.

The Term Loan Credit Agreement was repaid in full and terminated in April 2020, as further described in the section above.

OTHER SHORT- AND LONG-TERM DEBT

As a result of the OfficeMax merger, the Company assumed the liability for the amounts in the table above on page 88 related to the (i) Revenue bonds, due in varying amounts periodically through 2029, and (ii) American & Foreign Power Company, Inc. 5% debentures, due 2030. Also, the Company has finance lease obligations which relate to buildings and equipment, and various other financing obligations for the amounts included in the table above on page 88.

SCHEDULE OF DEBT MATURITIES

Aggregate annual maturities of recourse debt, finance lease, and other financing obligations are as follows:

(In millions)		
2021	**$**	**28**
2022		**45**
2023		**97**
2024		**10**
2025		**108**
Thereafter		**100**
Total		**388**
Less interest on finance leases		**(10)**
Total		**378**
Less:		
Current portion		**(24)**
Total long-term debt	**$**	**354**

NON-RECOURSE DEBT

Refer to Note 10 for further information on non-recourse debt.

NOTE 12. LEASES

The Company leases retail stores and other facilities, vehicles, and equipment under operating lease agreements. Facility leases typically are for a fixed non-cancellable term with one or more renewal options. In addition to rent payments, the Company is required to pay certain variable lease costs such as real estate taxes, insurance and common-area maintenance on most of the facility leases. For leases beginning in 2019, the Company accounts for lease components (e.g., fixed payments including rent) and non-lease components (e.g., real estate taxes, insurance costs and common-area maintenance costs) as a single lease component. Certain leases contain provisions for additional rent to be paid if sales exceed a specified amount, though such payments have been immaterial during the periods presented, and are recognized as variable lease cost. The Company subleases certain real estate to third parties, consisting mainly of operating leases for space within the retail stores.

The components of lease expense were as follows:

(In millions)		**2020**		2019
Finance lease cost:				
Amortization of right-of-use assets	**$**	**18**	$	17
Interest on lease liabilities		**4**		5
Operating lease cost		**402**		433
Short-term lease cost		**9**		7
Variable lease cost		**114**		121
Sublease income		**(4)**		(3)
Total lease cost	**$**	**543**	$	580

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Supplemental cash flow information related to leases was as follows:

(In millions)	2020	2019
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from finance leases	$ 4	$ 5
Operating cash flows from operating leases	463	489
Financing cash flows from finance leases	20	21
Right-of-use assets obtained in exchange for new finance lease liabilities	29	27
Right-of-use assets obtained in exchange for new operating lease liabilities	126	338

Supplemental balance sheets information related to leases was as follows:

(In millions, except lease term and discount rate)	December 26, 2020	December 28, 2019
Property and equipment, net	$ 59	$ 52
Operating lease right-of-use assets	1,170	1,413
Accrued expenses and other current liabilities	344	373
Short-term borrowings and current maturities of long-term debt	21	19
Long-term debt, net of current maturities	57	58
Operating lease liabilities	991	1,208
Weighted-average remaining lease term – finance leases	5 years	5 years
Weighted-average remaining lease term – operating leases	5 years	5 years
Weighted-average discount rate – finance leases	5.4 %	6.2%
Weighted-average discount rate – operating leases	6.5 %	6.6%

Maturities of lease liabilities as of December 26, 2020 were as follows:

	December 26, 2020	
(In millions)	Operating Leases(1)	Finance Leases(2)
2021	$ 420	$ 25
2022	344	21
2023	268	15
2024	186	9
2025	126	8
Thereafter	233	10
	1,577	88
Less imputed interest	(242)	(10)
Total	$ 1,335	$ 78
Reported as of December 26, 2020		
Accrued expenses and other current liabilities	$ 344	$ —
Short-term borrowings and current maturities of long-term debt	—	21
Long-term debt, net of current maturities	—	57
Operating lease liabilities	991	—
Total	$ 1,335	$ 78

(1) Operating lease payments include $91 million related to options to extend lease terms that are reasonably certain of being exercised.

(2) Finance lease payments include $10 million related to options to extend lease terms that are reasonably certain of being exercised.

NOTE 13. STOCKHOLDERS' EQUITY

PREFERRED STOCK

As of each of December 26, 2020, and December 28, 2019, there were 1,000,000 shares of $0.01 par value per share of preferred stock authorized; no shares were issued and outstanding.

TREASURY STOCK

In November 2018, the Board of Directors approved a stock repurchase program of up to $100 million of its common stock effective January 1, 2019, which extended until the end of 2020. In November 2019, the Board of Directors approved an increase in the authorization of the existing stock repurchase program of up to $200 million and extended the program through the end of 2021. The current authorization includes the remaining authorized amount under the existing stock repurchase program and may be suspended or discontinued at any time. The exact timing of share repurchases will depend on market conditions and other factors, and will be funded through available cash balances. In November 2020, the Board of Directors approved the resumption of the stock repurchase program beginning in the fourth quarter of 2020 which was temporarily suspended in May 2020 as a result of the economic uncertainty due to COVID-19.

Under the current stock repurchase program, the Company purchased approximately 1 million shares of its common stock at a cost of $30 million in 2020. As of December 26, 2020, $130 million remains available for stock repurchases under the current stock repurchase program.

At December 26, 2020, there were 10 million shares of common stock held in treasury, which has been retroactively adjusted for the impact of the 1-for-10 reverse stock split disclosed in Note 1 above. The Company's Third Amended Credit Facility permits restricted payments, such as common stock repurchases, but may be limited if the Company does not meet the required minimum liquidity or fixed charge coverage ratio requirements. Refer to Note 11 for additional information about the Company's compliance with covenants.

DIVIDENDS ON COMMON STOCK

In order to preserve liquidity during the COVID-19 pandemic and in light of the uncertainties as to its duration and economic impact, in May 2020, the Company's Board of Directors temporarily suspended the Company's quarterly cash dividend beginning in the second quarter of 2020. There was no quarterly cash dividend declared and paid in the second, third, or fourth quarters of fiscal 2020. The Company's quarterly cash dividend remains temporarily suspended. Prior to the temporary suspension of the Company's quarterly cash dividend, the Company's Board of Directors declared a cash dividend of $0.25 per share on its common stock for a total annual dividend distribution of $13 million. Dividends have been recorded as a reduction to additional paid-in capital as the Company is in an accumulated deficit position. The Company's Third Amended Credit Agreement permits restricted payments, such as dividends, but may be limited if the Company does not meet the required minimum liquidity or fixed charge coverage ratio requirements. Refer to Note 11 for additional information about the Company's compliance with covenants.

ACCUMULATED OTHER COMPREHENSIVE LOSS

Accumulated other comprehensive loss activity, net of tax, where applicable, is provided in the following tables:

(In millions)	Foreign Currency Translation Adjustments	Change in Deferred Pension	Total
Balance at December 28, 2019	$ (29)	$ (37)	$ (66)
Other comprehensive income activity	2	39	41
Tax impact	—	(7)	(7)
Total other comprehensive income, net of tax, where applicable	2	32	34
Balance at December 26, 2020	**$ (27)**	**$ (5)**	**$ (32)**

(In millions)	Foreign Currency Translation Adjustments	Change in Deferred Pension	Total
Balance at December 29, 2018	$ (50)	$ (49)	$ (99)
Other comprehensive income activity	21	18	39
Tax impact	—	(6)	(6)
Total other comprehensive income, net of tax, where applicable	21	12	33
Balance at December 28, 2019	**$ (29)**	**$ (37)**	**$ (66)**

NOTE 14. STOCK-BASED COMPENSATION

LONG-TERM INCENTIVE PLANS

During 2019, the Company's Board of Directors adopted, and the shareholders approved, the Office Depot, Inc. 2019 Long-Term Incentive Plan (the "Plan"). The Plan replaces the Office Depot, Inc. 2017 Long-Term Incentive Plan, the Office Depot, Inc. 2015 Long-Term Incentive Plan, the Office Depot, Inc. 2007 Long-Term Incentive Plan, as amended, and the 2003 OfficeMax Incentive and Performance Plan (together, the "Prior Plans"). No additional awards were granted under the Prior Plans effective May 7, 2019, the effective date of the Plan. The Plan permits the issuance of stock options, nonqualified stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares, and other equity-based incentive awards. Employee share-based awards are generally issued in the first quarter of the year. Total compensation expense for share-based awards was $41 million in 2020, $33 million in 2019 and $27 million in 2018, and the total recognized tax benefit related thereto was $3 million in 2020, $6 million in 2019 and $3 million in 2018.

In accordance with the Plan and the Prior Plans (collectively, the "Stock Plans"), the Board of Directors will adjust the number of shares of common stock available for future grant, the number of shares of common stock underlying outstanding awards, the exercise price per share of outstanding stock options, and other terms of outstanding awards granted by the Stock Plans to reflect the effects of the 1-for-10 reverse stock split. Any fractional shares that would otherwise result from the reverse stock split adjustments related to outstanding equity awards will be eliminated through rounding in accordance with the Stock Plans. Refer to Note 1 for additional information about the 1-for-10 reverse stock split.

RESTRICTED STOCK AND RESTRICTED STOCK UNITS

In 2020, the Company granted 0.8 million shares of restricted stock and restricted stock units to eligible employees which included 55,000 shares granted to the Board of Directors. The Board of Directors are granted restricted stock units as part of their annual compensation which vest immediately on the grant date with distribution to occur following their separation from service with the Company. Restricted stock grants to Company employees typically vest annually over a three-year service period. A summary of the status of the Company's nonvested shares and changes during 2020, 2019 and 2018 is presented below.

	2020		2019		2018	
	Shares	**Weighted Average Grant-Date Price**	Shares(1)	Weighted Average Grant-Date Price(1)	Shares(1)	Weighted Average Grant-Date Price(1)
Outstanding at beginning of year	**1,394,756**	**$ 30.40**	1,496,419	$ 30.48	1,029,369	$ 43.30
Granted	**835,828**	**19.92**	740,236	29.90	1,063,915	23.32
Vested	**(579,584)**	**30.71**	(593,440)	30.88	(419,767)	43.66
Forfeited	**(124,347)**	**28.60**	(248,459)	28.56	(177,098)	30.84
Outstanding at end of year	**1,526,653**	**$ 24.71**	1,394,756	$ 30.40	1,496,419	$ 30.48

(1) As disclosed in Note 1, a 1-for-10 reverse stock split of the Company's outstanding shares of common stock and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio became effective on June 30, 2020. All shares and per share amounts have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

As of December 26, 2020, there was approximately $20 million of total unrecognized compensation cost related to nonvested restricted stock. This expense, net of forfeitures, is expected to be recognized over a weighted-average period of approximately 2.1 years. Total outstanding shares of 1.5 million include 0.2 million granted to members of the Board of Directors that have vested but will not be issued until separation from service and 1.3 million unvested shares granted to employees. Of the 1.3 million unvested shares at year end, the Company estimates that 1.3 million shares will vest. The total fair value of shares at the time they vested during 2020 was $12.5 million.

PERFORMANCE-BASED INCENTIVE PROGRAM

The Company has a performance-based long-term incentive program consisting of performance stock units. Payouts under this program are based on achievement of certain financial targets, including the Company's financial performance and total shareholder return performance set by the Board of Directors and are subject to additional service vesting requirements, generally three years from the grant date.

A summary of the activity in the performance-based long-term incentive program since inception is presented below.

	2020		2019		2018	
	Shares	**Weighted Average Grant-Date Price**	Shares(1)	Weighted Average Grant-Date Price(1)	Shares(1)	Weighted Average Grant-Date Price(1)
Outstanding at beginning of year	**1,994,111**	**$ 29.05**	1,913,397	$ 28.83	1,018,705	$ 44.19
Granted	**932,344**	**19.42**	1,026,743	31.00	1,328,782	23.66
Vested	**(151,905)**	**41.80**	(284,366)	33.12	(121,177)	94.50
Forfeited	**(315,572)**	**27.10**	(661,663)	28.87	(312,913)	31.20
Outstanding at end of year	**2,458,978**	**$ 24.22**	1,994,111	**$ 29.05**	1,913,397	$ 28.83

(1) As disclosed in Note 1, a 1-for-10 reverse stock split of the Company's outstanding shares of common stock and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio became effective on June 30, 2020. All shares and per share amounts have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

(2) Outstanding shares at the end of the year include 6.7 million shares of awards granted in 2020 that will be settled in cash in 2023. These awards are remeasured to fair value at each reporting period. The remeasurement impact was not material in 2020.

As of December 26, 2020, there was approximately $24 million of total unrecognized compensation expense related to the performance-based long-term incentive program. This expense, net of forfeitures, is expected to be recognized over a weighted-average period of approximately 1.8 years. Forfeitures in the table above include adjustments to the share impact of anticipated performance achievement. Of the 2.5 million shares outstanding at year end, the Company estimates that 2.5 million shares will vest. The total fair value of shares at the time they vested during 2020 was $3.4 million.

NOTE 15. EMPLOYEE BENEFIT PLANS

PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS — NORTH AMERICA

The Company has retirement obligations under OfficeMax's U.S. pension plans. The Company sponsors these defined benefit pension plans covering certain terminated employees, vested employees, retirees and some active employees. In 2004 or earlier, OfficeMax's pension plans were closed to new entrants and the benefits of eligible participants were frozen. Under the terms of these plans, the pension benefit for employees was based primarily on the employees' years of service and benefit plan formulas that varied by plan. The Company's general funding policy is to make contributions to the plans in amounts that are within the limits of deductibility under current tax regulations, and not less than the minimum contribution required by law.

Additionally, under previous OfficeMax arrangements, the Company has responsibility for sponsoring retiree medical benefit and life insurance plans including plans related to operations in the U.S. and Canada (referred to as "Other Benefits" in the tables below). The type of retiree benefits and the extent of coverage vary based on employee classification, date of retirement, location, and other factors. All of these postretirement medical plans are unfunded. The Company explicitly reserves the right to amend or terminate its retiree medical and life insurance plans at any time, subject only to constraints, if any, imposed by the terms of collective bargaining agreements. Amendment or termination may significantly affect the amount of expense incurred.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Obligations and Funded Status

The following table provides a reconciliation of changes in the projected benefit obligation and the fair value of plan assets, as well as the funded status of the plans to amounts recognized on the Company's Consolidated Balance Sheets. Accumulated benefit obligations exceed plan assets in all individual plans.

	Pension Benefits		Other Benefits	
(In millions)	**2020**	2019	**2020**	2019
Changes in projected benefit obligation:				
Obligation at beginning of period	**$ 906**	$ 880	**$ 13**	$ 12
Service cost	**—**	7	**—**	—
Interest cost	**28**	36	**—**	—
Assumption changes	**—**	—	**1**	1
Actuarial loss	**68**	91	**—**	—
Currency exchange rate change	**—**	—	**1**	1
Benefits paid	**(78)**	(108)	**(1)**	(1)
Obligation at end of period	**$ 924**	$ 906	**$ 14**	$ 13
Change in plan assets:				
Fair value of plan assets at beginning of period	**$ 833**	$ 780	**$ —**	$ —
Actual return on plan assets	**130**	159	**—**	—
Employer contribution	**9**	2	**1**	1
Benefits paid	**(78)**	(108)	**(1)**	(1)
Fair value of plan assets at end of period	**894**	833	**—**	—
Net liability recognized at end of period	**$ (30)**	$ (73)	**$ (14)**	$ (13)

The following table shows the amounts recognized in the Consolidated Balance Sheets related to the Company's North America defined benefit pension and other postretirement benefit plans as of year-ends:

	Pension Benefits		Other Benefits	
(In millions)	**2020**	2019	**2020**	2019
Noncurrent assets	**$ —**	$ —	**$ —**	$ —
Current liabilities	**(2)**	(2)	**(1)**	(1)
Noncurrent liabilities	**(28)**	(71)	**(13)**	(12)
Net amount recognized	**$ (30)**	$ (73)	**$ (14)**	$ (13)

Components of Net Periodic Cost (Benefit)

The components of net periodic cost (benefit) are as follows:

	Pension Benefits			Other Benefits		
(In millions)	**2020**	2019	2018	**2020**	2019	2018
Service cost	**$ —**	$ 7	$ 4	**$ —**	$ —	$ —
Interest cost	**28**	36	35	**—**	—	1
Expected return on plan assets	**(32)**	(42)	(43)	**—**	—	—
Net periodic cost (benefit)	**$ (4)**	$ 1	$ (4)	**$ —**	$ —	$ 1

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Other changes in plan assets and benefit obligations recognized in other comprehensive loss (income) are as follows:

	Pension Benefits			Other Benefits		
(In millions)	**2020**	2019	2018	**2020**	2019	2018
Accumulated other comprehensive loss (income) at beginning of year	**$ 9**	$ 35	$ (2)	**$ —**	$ (1)	$ —
Net loss (gain)	**(30)**	(26)	37	**1**	1	(1)
Accumulated other comprehensive loss (income) at end of year	**$ (21)**	$ 9	$ 35	**$ 1**	$ —	$ (1)

Less than $1 million of the accumulated other comprehensive loss is expected to be recognized as components of net periodic cost during 2021.

Accumulated other comprehensive loss (income) as of year-ends 2020 and 2019 consist of net losses (gains).

Assumptions

The assumptions used in accounting for the Company's plans are estimates of factors including, among other things, the amount and timing of future benefit payments. The following table presents the key weighted average assumptions used in the measurement of the Company's benefit obligations as of year-ends:

	Pension Benefits			Other Benefits					
				United States			Canada		
	2020	2019	2018	**2020**	2019	2018	**2020**	2019	2018
Discount rate	**2.27%**	3.26%	4.31%	**1.90%**	2.80%	3.90%	**2.50%**	3.10%	3.90%

The following table presents the weighted average assumptions used in the measurement of net periodic benefit:

	Pension Benefits			Other Benefits					
				United States			Canada		
	2020	2019	2018	**2020**	2019	2018	**2020**	2019	2018
Discount rate	**3.26%**	4.31%	3.71%	**2.80%**	3.90%	3.30%	**3.10%**	3.90%	3.40%
Expected long-term rate of return on plan assets	**5.16%**	5.44%	5.28%	**—%**	—%	—%	**—%**	—%	—%

For pension benefits, the selected discount rates (which is required to be the rates at which the projected benefit obligations could be effectively settled as of the measurement date) are based on the rates of return for a theoretical portfolio of high-grade corporate bonds (rated AA- or better) with cash flows that generally match expected benefit payments in future years. In selecting bonds for this theoretical portfolio, the Company focuses on bonds that match cash flows to benefit payments and limit the concentration of bonds by issuer. To the extent scheduled bond proceeds exceed the estimated benefit payments in a given period, the yield calculation assumes those excess proceeds are reinvested at an assumed forward rate. The implied forward rate used in the bond model is based on the FTSE (formerly Citigroup) Pension Discount Curve as of the last day of the year. The selected discount rate for other benefits is from a discount rate curve matched to the assumed payout of related obligations.

The expected long-term rates of return on plan assets assumptions are based on the weighted average of expected returns for the major asset classes in which the plans' assets are held. Asset-class expected returns are based on long-term historical returns, inflation expectations, forecasted gross domestic product and earnings growth, as well as other economic factors. The weights assigned to each asset class are based on the Company's investment strategy. The weighted average expected return on plan assets used in the calculation of net periodic pension cost for 2021 is 4.31%.

Obligation and costs related to the Canadian retiree health plan are impacted by changes in trend rates.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table presents the assumed healthcare cost trend rates used in measuring the Company's postretirement benefit obligations at year-ends:

	2020	2019	2018
Weighted average assumptions as of year-end:			
Healthcare cost trend rate assumed for next year	**6.10%**	6.20%	6.40%
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate)	**4.50%**	4.50%	4.50%
Year that the rate reaches the ultimate trend rate	**2029**	2029	2029

A 1% change in the assumed healthcare cost trend rates would impact operating income by less than $1 million.

The Company reassessed the assumptions, including those related to mortality, to measure the North American pension and other postretirement benefit plan obligations at year end 2020, adopting the most applicable mortality tables and improvement factors released in 2020 by The Society of Actuaries' Retirement Plan Experience Committee. In 2020, as a result of an increase in the mortality assumption, pension and other postretirement benefit plan obligations decreased by $10 million and less than $1 million, respectively. In 2019, as a result of a decrease in the mortality assumption, pension and other postretirement benefit plan obligations increased by $17 million and less than $1 million, respectively.

Plan Assets

The allocation of pension plan assets by category at year-ends is as follows:

	2020	2019
Cash	**1%**	1%
Common collective trust funds	**99%**	99%
	100%	100%

The Employee Benefit Committee is responsible for establishing and overseeing the implementation of the investment policy for the Company's pension plans. The investment policy is structured to optimize growth of the pension plan trust assets, while minimizing the risk of significant losses, in order to enable the plans to satisfy their benefit payment obligations over time. The Company uses a glide path investment strategy and Company contributions as its primary rebalancing mechanisms to maintain the asset class exposures within the guideline ranges established under the investment policy.

In the second quarter of 2017, the Company reinvested substantially all of the assets attributable to the U.S. pension plans in common collective trust funds. The common collective trust funds are comprised of a diversified portfolio of investments across various asset classes, including U.S. and international equities and fixed-income securities. The common collective trust funds are valued at the net asset value ("NAV") provided by the administrator of the fund. The net asset value is based on the value of the underlying assets owned by the fund, minus its liabilities, divided by the number of units outstanding. The investment policy for the pension plan assets allows for a broad range of asset allocations that permit the plans to de-risk in response to changes in funded position and market risks. The investment policy includes a general target asset allocation range of 27% to 37 % equity securities and 63% to 73% fixed income securities. The allocation range varies to be more weighted to fixed income securities as funded status increases. Occasionally, the Company may utilize futures or other financial instruments to alter the pension trust's exposure to various asset classes in a lower-cost manner than trading securities in the underlying portfolios.

The following table presents the pension plan assets by level within the fair value hierarchy at year-ends.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In millions)	Fair Value Measurements 2020				
Asset Category	**Total**	**Assets Measured at NAV (a)**	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Plan assets measured at net asset value: (a)					
Common collective trust funds:					
U.S. small and mid-cap equity securities	$ 22	$ 22	$ —	$ —	$ —
U.S. large cap equity securities	94	94	—	—	—
International equity securities	133	133	—	—	—
Corporate bonds	409	409	—	—	—
Government securities	214	214	—	—	—
Other fixed-income	3	3	—	—	—
Cash	13	13	—	—	—
Total common collective trust funds	888	888	—	—	—
Total plan assets measured at net asset value	888	888	—	—	—
Plan assets measured in the fair value hierarchy:					
Cash	6	—	6	—	—
Total plan assets measured in the fair value hierarchy	6	—	6	—	—
Total plan assets	$ 894	$ 888	$ 6	$ —	$ —

(a) Fair values of Common collective trust funds are estimated using net asset value per unit as a practical expedient which are excluded from the disclosure requirement to classify amounts in the fair value hierarchy in connection with the adoption of Accounting Standards Update (ASU) 2015-07, Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent).

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(In millions) Asset Category	Fair Value Measurements 2019 Total	Assets Measured at NAV (a)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Plan assets measured at net asset value: (a)					
Common collective trust funds:					
U.S. small and mid-cap equity securities	$ 24	$ 24	$ —	$ —	$ —
U.S. large cap equity securities	96	96	—	—	—
International equity securities	138	138	—	—	—
Corporate bonds	457	457	—	—	—
Government securities	93	93	—	—	—
Other fixed-income	4	4	—	—	—
Cash	13	13	—	—	—
Total common collective trust funds	825	825	—	—	—
Total plan assets measured at net asset value	825	825	—	—	—
Plan assets measured in the fair value hierarchy:					
Cash	8	—	8	—	—
Total plan assets measured in the fair value hierarchy	8	—	8	—	—
Total plan assets	$ 833	$ 825	$ 8	$ —	$ —

(a) Fair values of Common collective trust funds are estimated using net asset value per unit as a practical expedient which are excluded from the disclosure requirement to classify amounts in the fair value hierarchy in connection with the adoption of Accounting Standards Update (ASU) 2015-07, Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent).

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Cash Flows

Pension plan contributions include required statutory minimum amounts and, in some years, additional discretionary amounts. In 2020, the Company contributed $10 million to these pension plans. Pension contributions for the full year of 2021 are estimated to be $2 million. The Company may elect at any time to make additional voluntary contributions.

Qualified pension benefit payments are paid from the assets held in the plan trust, while nonqualified pension and other benefit payments are paid by the Company. Anticipated benefit payments by year are as follows:

(In millions)	Pension Benefits	Other Benefits
2021	**$ 77**	**$ 1**
2022	**74**	**1**
2023	**72**	**1**
2024	**69**	**1**
2025	**66**	**1**
Next five years	**283**	**4**

PENSION PLAN — UNITED KINGDOM

The Company has a frozen defined benefit pension plan in the United Kingdom.

Obligations and Funded Status

The following table provides a reconciliation of changes in the projected benefit obligation, the fair value of plan assets and the funded status of the plan to amounts recognized on the Company's Consolidated Balance Sheets.

(In millions)	**2020**	2019
Changes in projected benefit obligation:		
Obligation at beginning of period	**$ 236**	$ 203
Service cost	**—**	—
Interest cost	**5**	6
Benefits paid	**(8)**	(10)
Actuarial loss	**26**	31
Currency translation	**10**	6
Obligation at end of period	**269**	236
Changes in plan assets:		
Fair value of plan assets at beginning of period	**312**	282
Actual return on plan assets	**41**	29
Company contributions	**2**	2
Benefits paid	**(8)**	(10)
Currency translation	**13**	9
Fair value of plan assets at end of period	**360**	312
Net asset recognized at end of period	**$ 91**	$ 76

In the Consolidated Balance Sheets, the net funded amounts are classified as a non-current asset in the caption Other assets.

Components of Net Periodic Benefit

The components of net periodic benefit are presented below:

(In millions)	**2020**	2019	2018
Service cost	**$ —**	$ —	$ —
Interest cost	**5**	6	6
Expected return on plan assets	**(5)**	(7)	(8)
Settlement gain	**—**	—	(1)
Net periodic pension benefit	**$ —**	$ (1)	$ (3)

Included in Accumulated other comprehensive income was deferred income of $18 million and $8 million in 2020 and 2019, respectively.

Assumptions

Assumptions used in calculating the funded status and net periodic benefit included:

	2020	2019	2018
Expected long-term rate of return on plan assets	**1.64%**	1.76%	2.61%
Discount rate	**1.40%**	2.10%	3.00%
Inflation	**2.70%**	2.90%	3.10%

The long-term rate of return on assets assumption has been derived based on long-term UK government fixed income yields, having regard to the proportion of assets in each asset class. The funds invested in equities have been assumed to return 4.5% above the return on UK government securities of appropriate duration. A return equal to a 15-year AA bond index is assumed for funds invested in corporate bonds. Allowance is made for expenses of 0.17% of assets.

THE ODP CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Plan Assets

The allocation of Plan assets is as follows:

	2020	2019
Cash	**1%**	—%
Equity securities	**14%**	18%
Fixed-income securities	**85%**	82%
Total	**100%**	100%

A committee, comprised of representatives of the Company and of this plan, is responsible for establishing and overseeing the implementation of the investment policy for this plan. The plan's investment policy and strategy are to ensure assets are available to meet the obligations to the beneficiaries and to adjust plan contributions accordingly. The plan trustees are also committed to reducing the level of risk in the plan over the long term, while retaining a return above that of the growth of liabilities. Matching investments are intended to provide a return similar to the increase in the plan liabilities. Growth investments are assets intended to provide a return in excess of the increase in liabilities. At December 26, 2020, the asset target allocation was in accordance with the investment strategy. Asset-class allocations within the ranges are continually evaluated based on expectations for future returns, the funded position of the plan and market risks.

The following table presents the pension plan assets by level within the fair value hierarchy.

(In millions)	Fair Value Measurements 2020			
Asset Category	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash	$ 3	$ 3	$ —	$ —
Equity securities				
Developed market equity funds	11	11	—	—
Emerging market equity funds	4	4	—	—
Mutual funds real estate	20	—	—	20
Mutual funds	14	—	14	—
Total equity securities	49	15	14	20
Fixed-income securities				
UK debt funds	140	—	140	—
Liability term matching debt funds	130	—	130	—
Emerging market debt fund	1	—	1	—
High yield debt	37	—	37	—
Total fixed-income securities	308	—	308	—
Total	$ 360	$ 18	$ 322	$ 20

(In millions)	Fair Value Measurements 2019			
Asset Category	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash	$ 1	$ 1	$ —	$ —
Equity securities				
Developed market equity funds	8	8	—	—
Emerging market equity funds	4	4	—	—
Mutual funds real estate	18	—	—	18
Mutual funds	25	—	25	—
Total equity securities	55	12	25	18
Fixed-income securities				
UK debt funds	107	—	107	—
Liability term matching debt funds	128	—	128	—
Emerging market debt fund	1	—	1	—
High yield debt	20	—	20	—
Total fixed-income securities	256	—	256	—
Total	$ 312	$ 13	$ 281	$ 18

The following is a reconciliation of the change in fair value of the pension plan assets calculated based on Level 3 inputs:

(In millions)	Total
Balance at December 28, 2019	$ 18
Net purchases	1
Currency translation	1
Balance at December 26, 2020	**$ 20**

Cash Flows

Anticipated benefit payments for the UK pension plan, at 2020 year-end exchange rates, are as follows:

(In millions)	Benefit Payments
2021	**$ 9**
2022	**9**
2023	**9**
2024	**10**
2025	**10**
Next five years	**53**

RETIREMENT SAVINGS PLANS

The Company also sponsors defined contribution plans for most of its employees. Eligible Company employees may participate in the Office Depot, Inc. Retirement Savings Plans (a plan for U.S. employees and a plan for Puerto Rico employees). All of the Company’s defined contribution plans (the “401(k) Plans”) allow eligible employees to contribute a percentage of their salary, commissions and bonuses in accordance with plan limitations and provisions of Section 401(k) of the Internal Revenue Code and the Company makes partial matching contributions to each plan subject to the limits of the respective 401(k) Plans. Matching contributions are invested in the same manner as the participants’ pre-tax contributions. The 401(k) Plans also allow for a discretionary matching contribution in addition to the normal match contributions if approved by the Board of Directors.

ODP and OfficeMax previously sponsored non-qualified deferred compensation plans that allowed certain employees, who were limited in the amount they could contribute to their respective 401(k) plans, to defer a portion of their earnings and receive a Company matching amount. Both plans are closed to new contributions.

In connection with the acquisition of CompuCom, the Company assumed responsibility for sponsoring CompuCom's defined contribution 401(k) matched savings plan (covering substantially all of the United States associates) and the defined contribution registered pension plan (covering substantially all of the Canadian associates).

Compensation expense for the Company's contributions to these retirement savings plans was $19 million in 2020, $25 million in 2019 and $26 million in 2018.

NOTE 16. FAIR VALUE MEASUREMENTS

RECURRING FAIR VALUE MEASUREMENTS

In accordance with GAAP, certain assets and liabilities are required to be recorded at fair value on a recurring basis. The Company's assets and liabilities that are adjusted to fair value on a recurring basis are money market funds that qualify as cash equivalents, and derivative financial instruments, which may be entered into to mitigate risks associated with changes in foreign currency exchange rates, fuel and other commodity prices and interest rates. Amounts associated with derivative instruments were not significant.

NONRECURRING FAIR VALUE MEASUREMENTS

In addition to assets and liabilities that are recorded at fair value on a recurring basis, the Company records certain assets and liabilities at fair value on a nonrecurring basis as required by GAAP. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges. The Company recognized asset impairment charges of $431 million, $56 million and $7 million in 2020, 2019 and 2018, respectively. Of the asset impairment charges in 2020, $363 million was related to impairment of goodwill in the CompuCom and Contract reporting units and other intangible assets, $48 million was related to impairment of operating lease ROU assets associated with the Company's retail store locations, and the remainder was related to impairment of fixed assets and a cost method investment. Of the asset impairment charges in 2019, $46 million was related to the impairment of operating lease ROU assets associated with the Company's retail store locations, $8 million was related to impairment of fixed assets at these retail store locations, and the remaining $2 million related to write-down of intangible assets that are not currently used. All impairment charges discussed in the sections below are presented in Asset impairments in the Consolidated Statements of Operations.

The Company regularly reviews retail store assets for impairment indicators at the individual store level, as this represents the lowest level of identifiable cash flows. When indicators of impairment are present, a recoverability analysis is performed which considers the estimated undiscounted cash flows over the retail store's remaining life and uses input from retail operations and accounting and finance personnel. These inputs include management's best estimates of retail store-level sales, gross margins, direct expenses, exercise of future lease renewal options when reasonably certain to be exercised, and resulting cash flows, by their nature, include judgments about how current initiatives will impact future performance. The assumptions used within the recoverability analysis for the retail stores were updated to consider current quarter retail store operational results and formal plans for future retail store closures as part of the Company's restructuring programs, including the probability of closure at the retail store level. While it is generally understood that closures will approximate the store's lease termination date, it is possible that changes in store performance or other conditions could result in future changes in assumptions utilized. These assumptions reflected declining sales over the forecast period, and gross margin and operating cost assumptions that are consistent with recent actual results and consider plans for future initiatives. The Company also analyzed the impact of the COVID-19 pandemic on store asset recoverability. Due to the nature of products sold, the retail stores were considered to be essential by most local jurisdictions and as a result, the substantial majority of these retail stores have remained open and operational with the appropriate safety measures in place since the beginning of the COVID-19 outbreak, including a curbside pickup option. Since late in the first quarter of 2020, the Company has temporarily reduced retail location hours by two hours daily, which continues to be in effect at the majority of its retail locations. The Company's recoverability assessment included evaluating the impact of these developments.

If the undiscounted cash flows of a retail store cannot support the carrying amount of its assets, the assets are impaired if necessary and written down to estimated fair value. The fair value of retail store assets is determined using a discounted cash flow analysis which uses Level 2 unobservable inputs that are corroborated by market data such as independent real estate valuation opinions. Specifically, the analysis uses assumptions of potential rental rates for each retail store location which are based on market data for comparable locations. These estimated cash flows used in the 2020 impairment calculation were discounted at a weighted average discount rate of 8%. For the fourth quarter 2020 calculation, a 100-basis-point decrease in next year sales combined with a 50-basis-point decrease in next year gross margin would have increased the impairment by approximately $1 million. Further, a 100-basis-point decrease in sales for all future periods would increase the impairment by less than $1 million.

The Company will continue to evaluate initiatives to improve performance and lower operating costs. There is uncertainty regarding the impact of the COVID-19 pandemic on the future results of operations, including the forecast period used in the recoverability analysis. To the extent that forward-looking sales and operating assumptions are not achieved and are subsequently reduced, additional impairment charges may result. However, at the end of 2020, the impairment recognized reflects the Company’s best estimate of future performance.

In addition to its retail store assets, the Company also regularly evaluates whether there are impairment indicators associated with its other long-lived assets, including those related to the CompuCom and Contract reporting units which were negatively impacted by the COVID-19 pandemic, as discussed in Note 9. The Company did not identify any impairment indicators for these long-lived assets as of December 26, 2020 and as a result there were no associated impairment charges. Refer to Note 9 for additional information about the impairment charges related to goodwill and other intangible assets.

OTHER FAIR VALUE DISCLOSURES

The fair values of cash and cash equivalents, receivables, trade accounts payable and accrued expenses and other current liabilities approximate their carrying amounts because of their short-term nature.

The following table presents information about financial instruments at the balance sheet dates indicated.

	December 26, 2020		December 28, 2019	
(In millions)	**Carrying Amount**	**Fair Value**	Carrying Amount	Fair Value
Financial assets:				
Timber notes receivable	**$ —**	**$ —**	$ 819	$ 819
Company-owned life insurance	**147**	**147**	91	91
Financial liabilities:				
Recourse debt:				
New Facilities loans under the Third Amended Credit Agreement, due 2025	**100**	**100**	—	—
Term Loan, due 2022	**—**	**—**	393	409
Revenue bonds, due in varying amounts periodically through 2029	**176**	**177**	186	186
American & Foreign Power Company, Inc. 5% debentures, due 2030	**15**	**14**	15	14
Non-recourse debt — Timber notes	**—**	**—**	735	735

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

- **Timber notes receivable:** Fair value is determined as the present value of expected future cash flows discounted at the current interest rate for loans of similar terms with comparable credit risk (Level 2 measure). The Timber notes receivable matured on January 29, 2020. Refer to Note 10 for additional information about the Timber notes receivable.

- **Company-owned life insurance:** In connection with the 2013 OfficeMax merger, the Company acquired company-owned life insurance policies on certain former employees. The fair value of the company-owned life insurance policies is derived using determinable net cash surrender value, which is the cash surrender value less any outstanding loans (Level 2 measure). As disclosed in Note 11, all outstanding loans associated with company-owned life insurance policies were repaid during the second quarter of 2020. The carrying amounts of the company-owned life insurance policies are included in Other assets in the Consolidated Balance Sheets.

- **Recourse debt:** Recourse debt, for which there were no transactions on the measurement date, was valued based on quoted market prices near the measurement date when available or by discounting the future cash flows of each instrument using rates based on the most recently observable trade or using rates currently offered to the Company for similar debt instruments of comparable maturities (Level 2 measure). The carrying amount of the New Facilities loans under the Third

Amended Credit Agreement approximates fair value because the interest rates vary with market interest rates. The Term Loan Credit Agreement originally due in 2022 was repaid in full and terminated in April 2020. Refer to Note 11 for additional information about the Third Amended Credit Agreement and the Term Loan Credit Agreement.

- **Non-recourse debt:** Fair value is estimated by discounting the future cash flows of the instrument at rates currently available to the Company for similar instruments of comparable maturities (Level 2 measure). The Non-recourse debt matured on January 29, 2020. Refer to Note 10 for additional information about the Non-recourse debt.

NOTE 17. COMMITMENTS AND CONTINGENCIES

COMMITMENTS

The Company has a paper purchase agreement with Boise White Paper, L.L.C. ("Boise Paper") under which it agreed to purchase office paper from Boise Paper and Boise Paper has agreed to supply office paper to the Company, subject to the terms and conditions of the paper purchase agreement. Under the agreement, the Company has committed to purchase a portion of its paper product offering from Boise Paper. Purchases under the agreement were $326 million in 2020, $541 million in 2019 and $531 million in 2018.

INDEMNIFICATIONS

Indemnification obligations may arise from the Asset Purchase Agreement between OfficeMax Incorporated, OfficeMax Southern Company, Minidoka Paper Company, Forest Products Holdings, L.L.C. and Boise Land & Timber Corp. The Company has agreed to provide indemnification with respect to a variety of obligations. These indemnification obligations are subject, in some cases, to survival periods, deductibles and caps. At December 26, 2020, the Company is not aware of any material liabilities arising from these indemnifications. Additionally, the Company retains certain guarantees in place with respect to the liabilities or obligations of the European Business and remains contingently liable for these obligations. However, the Purchaser must indemnify and hold the Company harmless for any losses in connection with these guarantees. The Company currently does not believe it is probable it would be required to perform under any of these guarantees or any of the underlying obligations.

LEGAL MATTERS

The Company is involved in litigation arising in the normal course of business. While, from time to time, claims are asserted that make demands for a large sum of money (including, from time to time, actions which are asserted to be maintainable as class action suits), the Company does not believe that contingent liabilities related to these matters (including the matters discussed below), either individually or in the aggregate, will materially affect the Company's financial position, results of operations or cash flows.

In addition, in the ordinary course of business, sales to and transactions with government customers may be subject to lawsuits, investigations, audits and review by governmental authorities and regulatory agencies, with which the Company cooperates. Many of these lawsuits, investigations, audits and reviews are resolved without material impact to the Company. While claims in these matters may at times assert large demands, the Company does not believe that contingent liabilities related to these matters, either individually or in the aggregate, will materially affect its financial position, results of operations or cash flows.

In addition to the foregoing, OfficeMax is named a defendant in a number of lawsuits, claims, and proceedings arising out of the operation of certain paper and forest products assets prior to those assets being sold in 2004, for which OfficeMax agreed to retain responsibility. Also, as part of that sale, OfficeMax agreed to retain responsibility for all pending or threatened proceedings and future proceedings alleging asbestos-related injuries arising out of the operation of the paper and forest products assets prior to the closing of the sale. The Company has made provision for losses with respect to the pending proceedings. Additionally, as of December 26, 2020, the Company has made provision for environmental liabilities with respect to certain sites where hazardous substances or other contaminants are or may be located. For these liabilities, the Company's estimated range of reasonably possible losses was approximately $10 million to $25 million. The Company regularly monitors its estimated exposure to these liabilities. As additional information becomes known, these estimates may change, however, the Company does not believe any of these OfficeMax retained proceedings are material to the Company's financial position, results of operations or cash flows.

NOTE 18. DISCONTINUED OPERATIONS

In the third quarter of 2016, the Company's Board of Directors approved a plan to sell substantially all of the operations of the former International Division through four disposal groups (Europe, South Korea, Oceania and mainland China). Collectively, these dispositions represent a strategic shift that had a major impact on the Company's operations and financial results and have been accounted for as discontinued operations. As of the end of fiscal 2018, the sale of the International Operations was complete, and there are no further discontinued operations in 2020 and 2019. As part of the disposition of its European business operations, the Company retained responsibility for the frozen defined benefits pension plan in the United Kingdom, which is included in continuing operations.

The sale and purchase agreement related to the disposition of the European business operations contains customary warranties of the Company and the purchaser, with the Company's warranties limited to an aggregate of EUR 10 million. The Company monitors its estimated exposure to liabilities under the warranties under the sales and purchase agreement, and as of December 26, 2020, the Company believes it has made adequate provisions for its potential exposures related to these warranties, which have contractually expired subsequently as of December 31, 2020 with no claims from the purchaser. In addition, the Company retains certain guarantees in place with respect to the liabilities or obligations of the European Business and remains contingently liable for these obligations. However, the Purchaser must indemnify and hold the Company harmless for any losses in connection with these guarantees. The Company currently does not believe it is probable it would be required to perform under any of these guarantees or any of the underlying obligations.

The major components of Discontinued operations, net of tax presented in the Consolidated Statements of Operations are presented below.

(In millions)	2018
Sales	$ 115
Cost of goods sold and occupancy costs	88
Operating expenses	21
Restructuring charges	1
Other expense, net	(1)
Net increase of loss on discontinued operations held for sale	(1)
Net loss on sale of discontinued operations	(4)
Income tax benefit	(6)
Discontinued operations, net of tax	$ 5

NOTE 19. QUARTERLY FINANCIAL DATA (UNAUDITED)

(In millions, except per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Fiscal Year Ended December 26, 2020*				
Net sales	**$ 2,725**	**$ 2,158**	**$ 2,539**	**$ 2,288**
Gross profit	**629**	**416**	**590**	**497**
Operating income (loss) (1)	**80**	**(456)**	**102**	**21**
Net income (loss)	**45**	**(439)**	**57**	**18**
Net earnings (loss) per share (2)				
Basic	**$ 0.86**	**$ (8.34)**	**$ 1.07**	**$ 0.35**
Diluted	**$ 0.84**	**$ (8.34)**	**$ 1.04**	**$ 0.34**

* Due to rounding, the sum of the quarterly amounts may not equal the reported amounts for the year.

(1) Includes Merger and restructuring expenses, net totaling $16 million, $65 million, $26 million and $15 million in the first, second, third and fourth quarters of 2020, respectively. The first, second, third and fourth quarters of 2020 also include asset impairments of $12 million, $401 million, $10 million and $8 million, respectively.

(2

) The sum of the quarterly earnings per share does not equal the annual earnings per share due to differences in quarterly and annual weighted-average shares outstanding. As disclosed in Note 1, a 1-for-10 reverse stock split of the Company's outstanding shares of common stock and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio became effective on June 30, 2020. All per share amounts have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

(In millions, except per share amounts)	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Fiscal Year Ended December 28, 2019*				
Net sales	$ 2,769	$ 2,588	$ 2,782	$ 2,508
Gross profit	641	585	667	571
Operating income (loss) (3)	24	(15)	108	74
Net income (loss)	8	(24)	60	55
Net earnings (loss) per share (4)				
Basic	$ 0.14	$ (0.43)	$ 1.09	$ 1.01
Diluted	$ 0.14	$ (0.43)	$ 1.09	$ 1.00

* Due to rounding, the sum of the quarterly amounts may not equal the reported amounts for the year.

(3) Includes Merger and restructuring expenses, net totaling $14 million, $69 million, $22 million and $11 million in the first, second, third and fourth quarters of 2019, respectively. The first, second, third and fourth quarters of 2019 also include asset impairments of $29 million, $16 million, $5 million and $6 million, respectively.

(4) The sum of the quarterly earnings per share does not equal the annual earnings per share due to differences in quarterly and annual weighted-average shares outstanding. As disclosed in Note 1, a 1-for-10 reverse stock split of the Company's outstanding shares of common stock and a reduction in the number of authorized shares of the Company's common stock by a corresponding ratio became effective on June 30, 2020. All per share amounts have been retroactively adjusted for the prior periods presented to give effect to this reverse stock split.

NOTE 20. SUBSEQUENT EVENTS

On January 11, 2021, the Company received a proposal from USR Parent, Inc., the parent company of Staples and a portfolio company of Sycamore Partners, to acquire 100% of the Company's issued and outstanding stock for $40.00 per share in cash (the "Proposal"). After careful review and consideration of the Proposal and in consultation with the Company's financial and legal advisors, the Board of Directors of the Company unanimously concluded that there is a more compelling path forward to create value for the Company and its shareholders than the potential transaction described in the Proposal. On January 19, 2021, the Company filed its statement on Schedule 14D-9 with the SEC containing the Board of Director's recommendation. The Company anticipates that it will incur significant legal and other expenses throughout this process. For further discussion, see the section entitled "Risk Factors" within Other Key Information in this Annual Report. Also, on January 19, 2021, the Board of Directors of the Company announced that as a result of a business review of CompuCom, management has initiated a process to explore a value-maximizing sale of the Company's CompuCom Division to maximize CompuCom's full potential and drive forward its future value and success.

In January 2021, the Company acquired BuyerQuest, a business services software company in the U.S., in connection with its strategic transformation into an integrated B2B distribution platform for approximately $62 million, subject to customary post-closing adjustments. The purchase consideration for BuyerQuest includes approximately $52 million paid at closing, funded with cash on hand and the issuance of 827,498 shares of the Company's common stock, and up to $10 million contingent consideration that will be payable over a two-year period subject to BuyerQuest meeting certain performance conditions. Also, in February 2021, the Company also acquired a small independent regional office supply distribution business in the U.S.

FORM 10-K CROSS-REFERENCE INDEX

(a) Refer to Part IV — Item 15 of this Annual Report.

Exhibit 4.2

**DESCRIPTION OF REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

The ODP Corporation ("ODP," "we," "our," or "us") has two classes of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended: our common stock, par value $0.01 per share (our "Common Stock"), and our preferred share purchase rights (our "Preferred Rights").

The following description of our Common Stock is based upon our Amended and Restated Certificate of Incorporation (our "Charter"), our Amended and Restated Bylaws (our "Bylaws"), our Certificate of Designations of Series A Junior Participating Preferred Stock (our "Certificate of Designations"), that certain Amended and Restated Rights Agreement, dated June 30, 2020, among ODP, Computershare Inc., as Rights Agent, and, solely with respect to Section 37 thereof, Office Depot, LLC (the "Amended and Restated Rights Agreement"), and applicable provisions of the Delaware General Corporation Law (the "DGCL"). The description does not purport to be complete and is subject to, and qualified in its entirety by express reference to, our Charter, our Bylaws, our Certificate of Designations and the Amended and Restated Rights Agreement, each of which is incorporated by reference as an exhibit to the Annual Report on Form 10-K of which this exhibit is a part, and to the applicable provisions of the DGCL. We encourage you to read our Charter, our Bylaws, our Certificate of Designations, the Amended and Restated Rights Agreement and the applicable provisions of the DGCL for additional information.

Under our Charter, our authorized capital stock consists of 80,000,000 shares of Common Stock, and 1,000,000 shares of Preferred Stock, par value $0.01 per share (our "Preferred Stock"). The outstanding shares of our Common Stock are duly authorized, validly issued, fully paid and nonassessable.

DESCRIPTION OF COMMON STOCK

Listing

Our Common Stock is listed and principally traded on the Nasdaq Global Select Market under the ticker symbol "ODP."

Voting Rights

Each holder of our Common Stock is entitled to one vote for each share held by such holder on all matters voted upon by our stockholders.

Dividend Rights

The holders of our Common Stock are entitled to receive dividends when, as, and if declared by our board of directors out of funds legally available therefor, subject to the rights of any then outstanding shares of Preferred Stock.

Liquidation Rights

Subject to the rights of any then outstanding shares of Preferred Stock, in the event of a liquidation, dissolution or winding up of ODP, the holders of our Common Stock will be entitled to receive, after payment or provision for payment of all of its debts and liabilities, all of the assets of ODP legally available for distribution to stockholders.

Special Meeting of Stockholders

Our Bylaws vest the power to call special meetings of stockholders in the Chief Executive Officer, board of directors, or stockholders holding shares representing not less than 25% of our outstanding Common Stock entitled to vote on the matter or matters to be brought before the meeting. Stockholders are permitted under the Bylaws to act by written consent in lieu of a meeting.

Preemptive and Other Rights

Holders of our Common Stock are not entitled to preemptive rights with respect to any shares which may be issued, and there are no conversion rights or redemption, purchase, retirement or sinking fund provisions with respect to our Common Stock.

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock is Computershare Shareowner Services LLC.

DESCRIPTION OF PREFERRED RIGHTS

Preferred Rights

On May 5, 2020, the board of directors of Office Depot, Inc. (“ODI”) adopted a stockholder rights plan, as set forth in a Rights Agreement, dated as of May 5, 2020, between ODI and Computershare Inc., as rights agent (the “Original Rights Agreement”), and authorized and declared a dividend of one preferred share purchase right (an “ODI Right”) for each outstanding share of Common Stock, par value $0.01 per share, of ODI (the “ODI Common Stock”) to stockholders of record at the close of business on May 21, 2020. The board of directors of ODI adopted the Original Rights Agreement to ensure that the board of directors of ODI remains in the best position to fulfill its fiduciary duties and to enable all stockholders of ODI to receive fair and equal treatment. The Original Rights Agreement was intended to protect ODI and its stockholders from efforts to influence or obtain control of ODI by open market accumulation or other tactics without paying an appropriate premium, in each case, to enable all stockholders to realize the long-term value of their investment in ODI.

On June 30, 2020, ODI implemented a holding company reorganization pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated as of June 30, 2020, by and among ODI, ODP, ODP Investment, LLC, a Delaware limited liability company and a wholly-owned subsidiary of ODP (“ODPI”), and Office Depot, LLC, a Delaware limited liability company and a wholly-owned subsidiary of ODPI (“OD LLC”), which resulted in ODP indirectly owning all of the outstanding capital stock of ODI (the “Reorganization”). Pursuant to the Reorganization, ODI merged with and into OD LLC (the “Merger”), with OD LLC surviving such merger as a direct wholly-owned subsidiary of ODPI and an indirect wholly-owned subsidiary of ODP. The effective time of the Merger was 8:00 p.m., Eastern Time, on June 30, 2020.

In connection with the Reorganization, the Original Rights Agreement was amended and restated in its entirety by the Amended and Restated Rights Agreement, pursuant to which ODP assumed all of the rights and obligations and duties of OD LLC, as the successor by merger to ODI, under the Original Rights Agreement, and references to ODI, ODI Common Stock and Series A Junior Participating Preferred Stock, par value $0.01 per share, of ODI were amended to refer to ODP, our Common Stock and Series A Junior Participating Preferred Stock, par value $0.01 per share, of ODP (the “Series A Preferred Stock” and each share of Series A Preferred Stock, a “Preferred Share”), respectively. Each Preferred Right is subject to the same terms and conditions as one ODI Right (as adjusted in accordance with the Original Rights Agreement for the reverse stock split of the ODI Common Stock at a ratio of 1-for-10 effected on June 30, 2020 prior to the effective time of the Merger). Upon execution of the Amended and Restated Rights Agreement, the Original Rights Agreement ceased to have any force or effect.

In connection with the Reorganization and pursuant to the Amended and Restated Rights Agreement, one Preferred Right was issued with respect to each share of our Common Stock issued and outstanding on June 30, 2020 (the "Record Date") as of the effective time of the Merger. Except as set forth below, each Preferred Right, if it becomes exercisable, entitles the registered holder to purchase from ODP ten ten-thousandths of a Preferred Share at a purchase price of $9.00 per one ten-thousandth of a Preferred Share (the "Purchase Price"), subject to adjustment as provided in the Amended and Restated Rights Agreement. In addition, one Preferred Right will automatically attach to each share of our Common Stock that becomes outstanding between the effective time of the Merger and the earliest of the Distribution Date (as defined below), the redemption of the Preferred Rights or the expiration of the Preferred Rights. The complete terms of the Preferred Rights are set forth in the Amended and Restated Rights Agreement.

The Preferred Rights will initially trade with, and will be inseparable from, our Common Stock. Initially, the Preferred Rights will be evidenced by the certificates representing shares of our Common Stock then outstanding (or, in the case of shares of our Common Stock held in uncertificated form, by the transaction statement or other record of ownership of such shares), and no separate Right Certificates (as defined below) will be distributed. Upon the occurrence of the Distribution Date, the Preferred Rights will separate from the shares of our Common Stock and, as soon as practicable thereafter, separate certificates evidencing the Preferred Rights (the "Right Certificates") will be mailed to holders of record of shares of our Common Stock as of the close of business on the Distribution Date, and such separate Right Certificates alone will evidence the Preferred Rights. The "Distribution Date" is the earlier of (i) the close of business on the 10th day after the first date of public announcement that any person has become a person or group that acquires ten percent (10%) (twenty percent (20%) in the case of certain passive institutional investors) or more of the shares of our Common Stock without the approval of our board of directors (such person, an "Acquiring Person" and, such date, the "Shares Acquisition Date") (or, if the 10th day after the Shares Acquisition Date occurs before the Record Date, the close of business on the Record Date) and (ii) the close of business on the 10th day (or such later date as our board of directors shall determine, prior to such time as any person becomes an Acquiring Person) after the date that a tender or exchange offer by any person is first published, sent or given, if, upon consummation thereof, such person would become an Acquiring Person.

Until the earliest of the Distribution Date, the date that the Preferred Rights are redeemed by our board of directors and the date on which the Preferred Rights expire, (i) in the case of certificated shares, the Preferred Rights associated with shares of our Common Stock represented by any certificate will be evidenced by such certificate and the surrender for transfer of any such certificate shall also constitute the transfer of the Preferred Rights associated with the shares of our Common Stock represented thereby, and (ii) in the case of shares of our Common Stock held in uncertificated form, the Preferred Rights associated with shares of our Common Stock shall be evidenced by the balances indicated in the book-entry account system of the transfer agent for such shares and the transfer of any shares of our Common Stock in the book-entry account system of the transfer agent for such shares shall also constitute the transfer of the Preferred Rights associated with such shares. Therefore, until the Distribution Date, the Preferred Rights may be transferred with and only with the underlying shares of our Common Stock. After the Distribution Date, the Preferred Rights may be transferred only on the registry book of the rights agent. Any Preferred Rights held by an Acquiring Person will become null and void and may not be exercised.

Until a Preferred Right is exercised, the holder thereof, as such, will have no rights as a stockholder of ODP, including, without limitation, the right to vote or to receive dividends.

Exercisability. The Preferred Rights are not exercisable until the Distribution Date.

Flip In. In the event that any person or group becomes an Acquiring Person, all holders of Preferred Rights (not including the Preferred Rights of the Acquiring Person, which will have become null and void) may, for the Purchase Price, purchase shares of our Common Stock (or, in certain circumstances, Preferred Shares, other securities, cash, assets or a combination thereof) with a market value of twice the Purchase Price, based on the market value of shares of our Common Stock.

Flip Over. In the event that, at any time after a person or group has become an Acquiring Person, (i) ODP or its subsidiaries are party to a merger with another company in which shares of our Common Stock are converted into other securities, cash or property, or (ii) ODP sells or otherwise transfers 50% or more of the assets or earning power of ODP and its subsidiaries (taken as a whole) to another company, all holders of Preferred Rights (not including the Preferred Rights of the Acquiring Person, which will have become null and void) may, for the Purchase Price, purchase shares of common stock of such other company with a then-current market value of twice the Purchase Price, based on the market price of such common stock prior to such merger or sale.

Expiration. Unless earlier redeemed or exchanged by ODP as described below, the Preferred Rights will expire at the close of business on May 4, 2021.

Exchange. After a person or group becomes an Acquiring Person, but before an Acquiring Person owns 50% or more of the outstanding shares of our Common Stock, our board of directors may extinguish the Preferred Rights by exchanging one share of our Common Stock (or, in certain circumstances, Preferred Shares, other equity securities or a combination thereof which are deemed by our board of directors to have the same value as one share of our Common Stock, subject to adjustment) for each Preferred Right (not including the Preferred Rights of the Acquiring Person, which will have become null and void).

Anti-Dilution Provisions. Our board of directors may adjust the Purchase Price, the number of Preferred Shares issuable and the number of outstanding Preferred Rights to prevent dilution that may occur from a stock dividend, a stock split, a reverse stock split or a reclassification of the Preferred Shares or shares of our Common Stock. No adjustments to the Purchase Price of less than 1% will be made.

Preferred Share Provisions. Preferred Shares purchasable upon exercise of the Preferred Rights will not be redeemable. The holders of the Preferred Shares will be entitled, in preference to the holders of shares of our Common Stock, to receive, when and if declared, quarterly dividends in an amount equal to the greater of (i) $1.00 per Preferred Share and (ii) an aggregate amount per Preferred Share subject to certain adjustments equal to 1,000 times the aggregate dividend amount declared per share of our Common Stock. In the event of liquidation, the holders of the Preferred Shares will be entitled to a preferential liquidation payment equal to the greater of (x) $1.00 per Preferred Share (plus an amount equal to accrued and unpaid dividends and distributions thereon) and (y) an aggregate amount per Preferred Share subject to certain adjustments equal to 1,000 times the aggregate amount to be distributed per share to the holders of shares of our Common Stock. Finally, in the event of any merger, consolidation or other transaction in which shares of our Common Stock are exchanged (subject to certain exceptions), each ten-thousandth of a Preferred Share will be entitled to receive (subject to certain adjustments) one-tenth of the amount received per share of our Common Stock. These rights are protected by customary anti-dilution provisions.

No fractional Preferred Shares will be issued other than fractions which are integral multiples of one ten-thousandth of a Preferred Share (which may, at the election of ODP, be evidenced by depositary receipts), but, in lieu thereof, an adjustment in cash will be made based on the closing price of the Preferred Shares on the last trading day prior to the date of exercise.

Redemption. Our board of directors may, at its option, at any time prior to such time as any person or group becomes an Acquiring Person, redeem all but not less than all the then outstanding Preferred Rights at a redemption price of $0.01 per Right, subject to adjustment (the “Redemption Price”). Immediately upon the action of our board of directors ordering redemption of the Preferred Rights, the Preferred Rights will terminate and the only right of the holders of Preferred Rights will be to receive the Redemption Price.

Amendments. ODP may from time to time supplement or amend the Amended and Restated Rights Agreement without the approval of any holders of Right Certificates in order to, among other things, make any provisions with respect to the Preferred Rights, the Amended and Restated Rights Agreement or otherwise, which ODP may deem necessary or desirable; provided, however, that from and after such time as any person or group becomes an Acquiring Person, the

Amended and Restated Rights Agreement may not be amended in any manner which would adversely affect the interests of the holders of Preferred Rights.

Series A Junior Participating Preferred Stock

Of our 1,000,000 shares of authorized Preferred Stock, our board of directors has designated 80,000 shares as “Series A Junior Participating Preferred Shares”.

Dividends. Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of Preferred Shares, in preference to the holders of our Common Stock and of any other junior stock, shall be entitled to receive, when, as and if declared by our board of directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date, a “Quarterly Dividend Payment Date”), commencing on the first Quarterly Dividend Payment Date after the first issuance of a Preferred Share or fraction of a Preferred Share, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $1.00 or (b) subject to the provision for adjustment discussed below, 1,000 times the aggregate per share amount of all cash dividends, and 1,000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of our Common Stock or a subdivision of the outstanding shares of our Common Stock (by reclassification or otherwise), declared on our Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any Preferred Share or fraction of a Preferred Share. In the event ODP shall at any time declare or pay any dividend on our Common Stock payable in shares of our Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of our Common Stock (by reclassification or otherwise than by payment of a dividend in shares of our Common Stock) into a greater or lesser number of shares of our Common Stock, then in each such case the amount to which holders of Preferred Shares were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of our Common Stock outstanding immediately after such event and the denominator of which is the number of shares of our Common Stock that were outstanding immediately prior to such event.

ODP shall declare a dividend or distribution on the Series A Preferred Stock as discussed in the above paragraph immediately after it declares a dividend or distribution on our Common Stock (other than a dividend payable in shares of our Common Stock); provided that, in the event no dividend or distribution shall have been declared on our Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $1.00 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

Dividends shall begin to accrue and be cumulative on outstanding Preferred Shares from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, subject to certain exceptions. Accrued but unpaid dividends shall not bear interest.

Dividends paid on the Preferred Shares in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. Our board of directors may fix a record date for the determination of holders of Preferred Shares entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Voting Rights. The holders of Preferred Shares shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each Preferred Share shall entitle the holder thereof to 1,000 votes on all matters submitted to a vote of our stockholders. In the event ODP shall at any time declare or pay any dividend on our Common Stock payable in shares of our Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of our Common Stock (by reclassification or otherwise than by payment of a dividend in shares of our Common Stock) into a greater or lesser number of shares of our Common Stock, then in each such case the number of votes per share to which holders of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of our Common Stock outstanding immediately after such event and the denominator of which is the number of shares of our Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of Preferred Shares and the holders of shares of our Common Stock and any other capital stock of ODP having general voting rights shall vote together as one class on all matters submitted to a vote of our stockholders.

(C) Except as set forth in the Certificate of Designations, or as otherwise provided by law, holders of Preferred Shares shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of our Common Stock as set forth herein) for taking any corporate action.

Certain Restrictions. Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on Preferred Shares outstanding shall have been paid in full, ODP shall not: (i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock; (ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled; (iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock, provided that ODP may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of ODP ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or (iv) redeem or purchase or otherwise acquire for consideration any Preferred Shares, or any shares of stock ranking on a parity with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by our board of directors) to all holders of such shares upon such terms as our board of directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine will result in fair and equitable treatment among the respective series or classes.

ODP shall not permit any of its subsidiaries to purchase or otherwise acquire for consideration any shares of stock of ODP unless ODP could, under the terms of the Certificate of Designations, purchase or otherwise acquire such shares at such time and in such manner.

Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of ODP, no distribution shall be made (A) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock unless, prior thereto, the holders of Preferred Shares shall have received the greater of (a) $1.00 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (b) an aggregate amount per share, subject to the provision for adjustment described below, equal to 1,000 times the aggregate amount to be distributed per share to holders of shares of our Common Stock, or (B) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event ODP shall at any time declare or pay any dividend on our Common Stock payable in shares of our Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of our Common Stock (by reclassification or otherwise than by payment of a dividend in shares of our Common Stock) into a greater or lesser number of shares of our Common Stock, then in each such case the aggregate amount to which holders of Preferred Shares were entitled immediately prior to such event under the proviso in clause (A) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of our Common Stock outstanding immediately after such event and the denominator of which is the number of shares of our Common Stock that were outstanding immediately prior to such event.

Consolidation, Merger, etc. In case ODP shall enter into any consolidation, merger, combination or other transaction in which the shares of our Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property (other than any merger of ODP with and into a direct or indirect subsidiary of ODP pursuant to which ODP becomes a direct or indirect wholly-owned subsidiary of a holding company that is, immediately prior to the effective time of such merger, a direct or indirect subsidiary of ODP, in accordance with Section 251(g) of the DGCL), then in any such case each Preferred Share shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of our Common Stock is changed or exchanged. In the event ODP shall at any time declare or pay any dividend on our Common Stock payable in shares of our Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of our Common Stock (by reclassification or otherwise than by payment of a dividend in shares of our Common Stock) into a greater or lesser number of shares of our Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of Preferred Shares shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of our Common Stock outstanding immediately after such event and the denominator of which is the number of shares of our Common Stock that were outstanding immediately prior to such event.

No Redemption. The Preferred Shares shall not be redeemable.

Rank. The Series A Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of ODP's Preferred Stock.

CERTAIN ANTI-TAKEOVER EFFECTS

Certain provisions of our Charter, our Bylaws, the Amended and Restated Rights Agreement and the DGCL could have certain anti-takeover effects and may delay, deter or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interests, as discussed below:

Authorized but Unissued Shares. Subject to the requirements of The NASDAQ Stock Market LLC and other applicable law, authorized but unissued shares of our Common Stock may be available for future issuance without stockholder approval. We may use these additional shares for a variety of corporate purposes, including future public offerings to raise additional capital, corporate acquisitions and employee benefit plans. The existence of authorized but unissued shares of our Common Stock could render more difficult or discourage an attempt to obtain control of us by means of a tender offer, takeover attempt or otherwise.

Undesignated Preferred Stock. Our Charter provides that our board of directors may issue shares of Preferred Stock and fix the designations, voting powers, preferences and rights related to that Preferred Stock. Preferred Stock could be issued by our board of directors to increase the number of outstanding shares making a takeover more difficult and expensive.

Advance Notice Requirements. Our Bylaws establish an advance notice procedure for stockholders seeking to nominate candidates for election to the board of directors or for proposing matters which can be acted upon at stockholders' meetings.

Proxy Access. Our Bylaws contain provisions which provide that a stockholder, or group of up to 20 stockholders, that has owned continuously for at least three years shares of our Common Stock representing an aggregate of at least 3% of the voting power entitled to vote generally in the election of directors, may nominate and include in ODP's proxy materials a specified number of director nominees, provided that the stockholder(s) and nominee(s) satisfy the requirements in our Bylaws. The maximum number of stockholder nominees is generally the greater of (x) two or (y) 20% of the total number of our directors in office as of the last day on which notice of a nomination may be delivered or, if such amount is not a whole number, the closest whole number below 20%.

No Cumulative Voting or Classified Board. Our Charter and Bylaws do not provide for cumulative voting on the election of directors and we currently do not have a classified board.

Delaware Business Combination Statute. In general, Section 203 of the DGCL ("Section 203") prohibits a publicly held Delaware corporation from engaging in various "business combination" transactions with any interested stockholder for a period of three years following the date of the transactions in which the person became an interested stockholder. We are not subject to Section 203, as our Charter contains a provision electing to "opt-out" of Section 203.

Preferred Rights. As described above, the Amended and Restated Rights Agreement imposes significant dilution upon any person or group that acquires ten percent (10%) (twenty percent (20%) in the case of certain passive institutional investors) or more of the outstanding shares of our Common Stock without the approval of our board of directors, which may render more difficult or discourage a merger, tender or exchange offer or other business combination involving ODP that is not approved by our board of directors. For more information about the Preferred Rights and the Amended and Restated Rights Agreement, see "Description of Preferred Rights."

Exhibit 21

LIST OF THE ODP CORPORATION'S SIGNIFICANT SUBSIDIARIES

Domestic/US Subsidiaries:

Name	*Jurisdiction of Incorporation*
The Office Club, Inc.	California
Viking Office Products, Inc.	California
Computers4Sure.com, Inc.	Connecticut
Solutions4Sure.com, Inc.	Connecticut
OD International, Inc.	Delaware
Japan Office Supplies, LLC	Delaware
ODV France LLC	Delaware
OD France L.L.C.	Delaware
4Sure.com, Inc.	Delaware
Swinton Avenue Trading Limited, Inc.	Delaware
2300 South Congress LLC	Delaware
Neighborhood Retail Development Fund, LLC	Delaware
HC Land Company LLC	Delaware
Notus Aviation, Inc.	Delaware
OD Medical Solutions, LLC	Delaware
OD Brazil Holdings, LLC	Delaware
Office Depot N.A. Shared Services LLC	Delaware
Office Depot Foreign Holdings GP, LLC	Delaware
Office Depot Foreign Holdings LP, LLC	Delaware
eDepot, LLC	Delaware
Mapleby Holdings Merger Corporation	Delaware
Wahkiakum Gas Corporation	Delaware
Reliable Express Corporation	Delaware
Picabo Holdings, Inc.	Delaware
OMX Timber Finance Holdings II, LLC	Delaware
OMX Timber Finance Holdings I, LLC	Delaware
OfficeMax Incorporated	Delaware
Office Depot Pension Finance LLC	Delaware
OfficeMax Southern Company	Louisiana
OfficeMax Nevada Company	Nevada
OMX, Inc.	Nevada
OfficeMax North America, Inc.	Ohio
North American Card and Coupon Services, LLC	Virginia
Premium Inc.	Hawaii
6600 North Holdings, LLC	Delaware
6600 North Owner, LLC	Delaware
Office Depot Puerto Rico, LLC	Puerto Rico
Complete Office, LLC	Washington
Complete Office of Wisconsin, Inc.	Wisconsin
Complete Office of California, Inc.	California
Lincoln Merger Sub Two, LLC	Delaware
CompuCom Super Holdings, LLC	Delaware
CompuCom Intermediate Holdings, Inc.	Delaware
CompuCom Systems Holdings LLC	Delaware
CompuCom Systems, Inc.	Delaware
CompuCom Finance, Inc.	Delaware
CSI Funding, Inc.	Delaware
CompuCom Systems Federal Inc.	Delaware
CompuCom Puerto Rico, LLC	Delaware
Sandia Office Supply, Inc.	New Mexico
Admiral Express, LLC	Oklahoma
Midway Office Supply, LLC	New Mexico
SOS Investments, LLC	New Mexico
Extensys, Inc.	Florida

Regency Office Products, LLC	North Carolina
Regency Franchise Group, LLC	North Carolina
POP Pinnacle Office Products, LLC	Texas
Chicago Regency, LLC	North Carolina
Regency Office Products of Missouri, LLC	Delaware
Garvey’s Office Products, Inc.	Illinois
Perimeter Office Products, Inc.	Georgia
Bertelson Brothers, Inc.	Minnesota
ZerBee, LLC	Minnesota
Trio Supply Company	Minnesota
COS Business Products & Interiors, Inc.	Tennessee
Americas Office Source, Inc.	Florida
Discount Office Items, Inc.	Wisconsin
Office Essentials Inc.	Missouri
Office Depot Logistics, Inc.	Delaware
Office Depot, LLC	Delaware
ODP Investment, LLC	Delaware

Foreign Subsidiaries of the Company:

Name	*Jurisdiction of Incorporation*
Clearfield Insurance Limited	Bermuda
Office Depot Overseas Holding Limited	Bermuda
Grand & Toy Limited	Canada (Ontario)
CompuCom Canada Co.	Canada (Nova Scotia)
CSI Funding Canada Co.	Canada (Nova Scotia)
AsiaEC.com Limited	Cayman Islands
Office Depot Merchandising (Shenzhen) Co. Ltd.	China
CompuCom Costa Rica CSI, S.A.	Costa Rico
Office Depot Asia Holding Limited	Hong Kong
Office Depot Global Sourcing Ltd	Hong Kong
CompuCom — CSI Systems India Private Limited	India
OM Luxembourg Holdings S.à r.l.	Luxembourg
CCSI — CompuCom International Holding Limited	Mauritius
CCSI — CompuCom Holdings, S. de R.L. de C.V.	Mexico
CCSI — CompuCom GSC Mexico, S. de R.L. de C.V.	Mexico
CCSI CompuCom Servicios, S. de R.L. de C.V.	Mexico
Guilbert UK Pension Trustees Ltd	United Kingdom
Office Depot UK Pension Sponsor Limited	United Kingdom

* *Ownership may consist of one subsidiary or any combination of subsidiaries, which may include The ODP Corporation*

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-192185, 333-205084, 333-219380, and 333-231370 on Form S-8 of our reports dated February 24, 2021 relating to the financial statements of The ODP Corporation and subsidiaries (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in this Annual Report on Form 10-K of the Company for the fiscal year ended December 26, 2020.

/s/ DELOITTE & TOUCHE LLP

Certified Public Accountants
Boca Raton, Florida
February 24, 2021

Exhibit 31.1

Rule 13a-14(a)/15d-14(a) Certification

I, Gerry P. Smith, certify that:

1. I have reviewed this annual report on Form 10-K of The ODP Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ GERRY P. SMITH

Name: Gerry P. Smith
Title: Chief Executive Officer (Principal Executive Officer)
Date: February 24, 2021

Exhibit 31.2

Rule 13a-14(a)/15d-14(a) Certification

I, D. Anthony Scaglione, certify that:

1. I have reviewed this annual report on Form 10-K of The ODP Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ D. ANTHONY SCAGLIONE

Name:	D. Anthony Scaglione
Title:	Chief Financial Officer (Principal Financial Officer)
Date:	February 24, 2021

Exhibit 32.1

The ODP Corporation

Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report on Form 10-K (the “Report”) of The ODP Corporation (the “Company”) for the fiscal year ended December 26, 2020 as filed with the U.S. Securities and Exchange Commission on the date hereof, Gerry P. Smith, as Chief Executive Officer of the Company, and D. Anthony Scaglione, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to each officer’s knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GERRY P. SMITH

Name:	Gerry P. Smith
Title:	Chief Executive Officer (Principal Executive Officer)
Date:	February 24, 2021

/s/ D. ANTHONY SCAGLIONE

Name:	D. Anthony Scaglione
Title:	Chief Financial Officer (Principal Financial Officer)
Date:	February 24, 2021

A signed original of this certification required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the U.S. Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished as an exhibit to the Report pursuant to Item 601(b)(32) of Regulation S-K and Section 1350 of Title 18 of the United States Code and, accordingly, is not being filed with the U.S. Securities and Exchange Commission as part of the Report and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933 or the Securities Exchange Act of 1934 (whether made before or after the date of the Report, irrespective of any general incorporation language contained in such filing).

Customer References

University of Pittsburgh

Corey Cyphert

Procurement Specialist
University of Pittsburgh | Purchasing Services
ccyphert@cfo.pitt.edu | (412) 624-8720

- Current Partner

Iowa Board of Regents Cooperative

Aaron Proctor

Senior Purchasing Agent, Purchasing
202 PCO, Iowa City, Iowa 52242
Office: 319-335-2762

Additional Info:

Contract utilized by Univ of Iowa, Univ of Northern Iowa, Iowa State Univ, and State of Iowa

https://ap-purchasing.fo.uiowa.edu/

- Current Partner

Illinois Public Higher Education Cooperative

Kayci Puckett

Associate Director IPHEC Services

807 S.Wright Street, Suite 340 Champaign IL 61820
217-244-9177

kbohlen@uillinois.edu

Additional Info:
www.iphec.org

- Current Partner

Contract utilized by IPHEC members and affiliates some of which are as follows:

IPHEC members include University of Illinois Champaign-Urbana, University of Illinois Chicago, University of Illinois Springfield, Southern Illinois University Carbondale, Southern Illinois University Edwardsville, Southern Illinois University School of Medicine, Illinois State University, Chicago State University, Northeastern Illinois University, Governors State University, Northern Illinois University, Eastern Illinois University and Western Illinois University.

State of Tennessee

James Vallone – Contract Manager

Central Procurement Office

Tennessee Tower, 3rd Floor

312 Rosa L. Parks Ave., Nashville, TN 37243

p. (615)253-8528

James.Vallone@tn.gov

Current Partner - ODP holds an exclusive contract with over 12,000 unique SKUs to supply all divisions of the State of TN. The agreement is customized for specific needs of each department but fits within the State Contract guidelines.

Purdue University
Susan Manns, Contract Manager
Phone: 765-409-7367
Email sjmanns@purdue.edu
Current Partner

Rowan University
Alexis Jones
Associate Director, Office of Contracting & Procurement
Rowan University | 201 Mullica Hill Rd., Laurel Hall #206 | Glassboro, NJ 08028-1701
T: 856-256-5171 | **F:** 856-256-5623 | http://rowan.edu/purchasing
They are a current customer and have been a customer with us since 2004.

Reporting Capabilities

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

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

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

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

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

Cost Savings Opportunity Reporting

- Customer product code
- Office Depot product code
- Office Depot merchandise department
- Office Depot product category
- Product description

Order Method Reporting

- Internet
- Fax
- Phone
- Store Purchasing Card
- Procurement Card

Distribution Cost Reporting (Average order size)

- Customer number
- Ship-to or location number
- Product Reporting

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

Online Reporting

General account and order information is available through the Internet for a period of 12 months. Online reporting is available on our BSD Website and is simple to use. This first line of reporting provides immediate access to current data from the last year for the location(s) the user is permitted to view. This reporting permits, among other things, review of spend for the month or year to compare with your planned budget. Our system provides the ability to:

- Manage visibility to information based on your user roles
- Use our live online business review tool Dashboard 24/7/365
- Create, analyze, and print usage Dashboard screens
- Manage and control your spending on office supplies and services

During the implementation phase, your Super User will designate those FIU/FLSUS end users who will have access to view your online Dashboard.

ODP
THE ODP CORPORATION

SUSTAINABILITY REPORT

Office DEPOT CompuCom G&T GRAND&TOY

Introduction

A WORD FROM OUR CEO

It's now clearer than ever that the fundamentals of sustainability – taking care of our planet, people and prosperity – help provide a solid foundation to be able to act during these unprecedented times.

The past year has been challenging. COVID-19 forced all of us to change how we approach work and daily life; the racial inequality that exists in our country remains deeply concerning; and climate change is growing in urgency.

Our 5C Culture continues to guide us in everything that we do, focusing on Customer, Commitment, Change, Caring and Creativity.

The ODP Corporation has strived to be at the forefront of Sustainability since 2004, with a variety of programs and initiatives in place to support our commitment to be a responsible corporation and help our suppliers and customers do the same. Our environmental initiatives, including our proprietary GreenerOffice™ Rating System, GreenerOffice™ Delivery Service, Greener Purchasing Program, chemical and paper policies, among others, help limit waste, conserve energy, promote recycling and minimize the use of harmful chemicals.

In 2020, we achieved an **11% reduction in greenhouse gas (GHG) emissions** from 2019 and supported the resiliency of our coastline community by **planting over 12,000 sea oats** in Broward County, Florida. I'm also proud to close out our 2018 public-facing sustainability goals by exceeding our targets. We achieved a **44% (kWh) facilities' energy consumption reduction** between 2016 and 2020, exceeding our 10% energy reduction goal. Part of this achievement was due to the temporary closure of some of our offices, including our Corporate Headquarters, as well as a temporary reduction in retail location hours due to the COVID-19 pandemic. We also achieved an **18% increase in miles per gallon** in our private fleet between 2018 and 2020, exceeding our 15% fuel efficiency goal. We will set new baselines this year with meaningful goals in regard to our continued commitment to decreasing the company's environmental impact and supporting the health of our planet.

Our associates play a vital role in serving our communities and our customers – and our diverse perspectives, ideas, and experiences are what drive our success. I'm saddened by the senseless events that have highlighted the racial inequality that still exists in our country. This is unacceptable and we at The ODP Corporation need to be part of this necessary change. We support all of our associates with the respect, unity and equality that we all deserve. We're a company with zero tolerance for racism, discrimination, hate, insensitive behavior or violence of any kind. Our Associate Resource

Groups (ARGs) are of the utmost importance and help us to enhance and improve our diversity and inclusion programs across all areas of our organization. I've held several companywide Town Halls and conversations with our ARG members to listen and learn about associate concerns, as well as their ideas to help move us forward. I plan to continue these conversations throughout 2021 and beyond.

Additionally, we developed and launched Elevate Together™ powered by Round It Up America®, a nonprofit initiative designed to help **accelerate the creation, growth and prosperity of Black and Hispanic-owned small businesses**. I strongly believe that in a society where the playing field is level, Black and Hispanic small businesses will play a vital role in driving the health of our economy and creating long-term wealth across North America. With support from our associates, customers, community partners and other like-minded corporations, we hope to continue to foster new opportunities for minority-owned small businesses, to help them prosper and get the resources they need to better compete in today's marketplace.

Our caring associate volunteers also participated in back-to-school donation events, holiday toy drives, food drives and mentorship opportunities to help children, families and schools across the country.

And, thanks to the incredible commitment of our dedicated associates, our stores and online operations remained open throughout 2020. We were able to quickly pivot to provide new options for our customers to continue to receive products through same-day delivery or curbside pickup, as well as offer more robust "work from anywhere" solutions. Additionally, our Business Solutions Division (BSD) associates helped small, medium and enterprise business customers maintain business continuity by offering solutions to address distributed workforces, social distancing measures and enhanced cleaning practices.

While we will still face the urgent challenges of the pandemic, racial inequality and climate change, The ODP Corporation is committed to forging ahead, helping maintain a safer and healthier workplace for our associates and helping our local communities, businesses and schools have what they need to be productive and successful.

Gerry Smith
CEO, The ODP Corporation

$1.5M to Feeding America®

Our #depotdifference community investment program supported our communities through these challenging times in new and innovative ways.

$3.5M

WORTH OF EDUCATIONAL SUPPLIES

to students, teachers and Title I schools across the country through our **Start Proud!**® initiative.

$200K

TO SELECT BOYS & GIRLS CLUBS

across the country as well as other youth-focused non-profit organizations to help fund programs designed to keep underserved children and teens learning and engaged.

RESILIENCE DURING THE COVID-19 PANDEMIC

When the pandemic hit, our immediate concerns shifted to the well-being of our associates and maintaining business operations.

A Focus on Well-being

In March 2020, we created a reporting and escalation process for COVID-19 related circumstances to support our teams during a rapidly evolving situation.

Our teams monitored ongoing guidance from the Centers for Disease Control and consulted with public health experts to develop appropriate processes with a focus on our associates' health and well-being. We also monitored ongoing local, state and federal regulations to incorporate appropriate requirements in our processes, and worked with local Health Departments, as appropriate/requested, in relation to COVID-19 related notifications. We developed detailed situational guidance to employ a consistent approach regarding escalations of positive diagnoses as well as potential exposure. We also built training for associates on the various protocols we put into place.

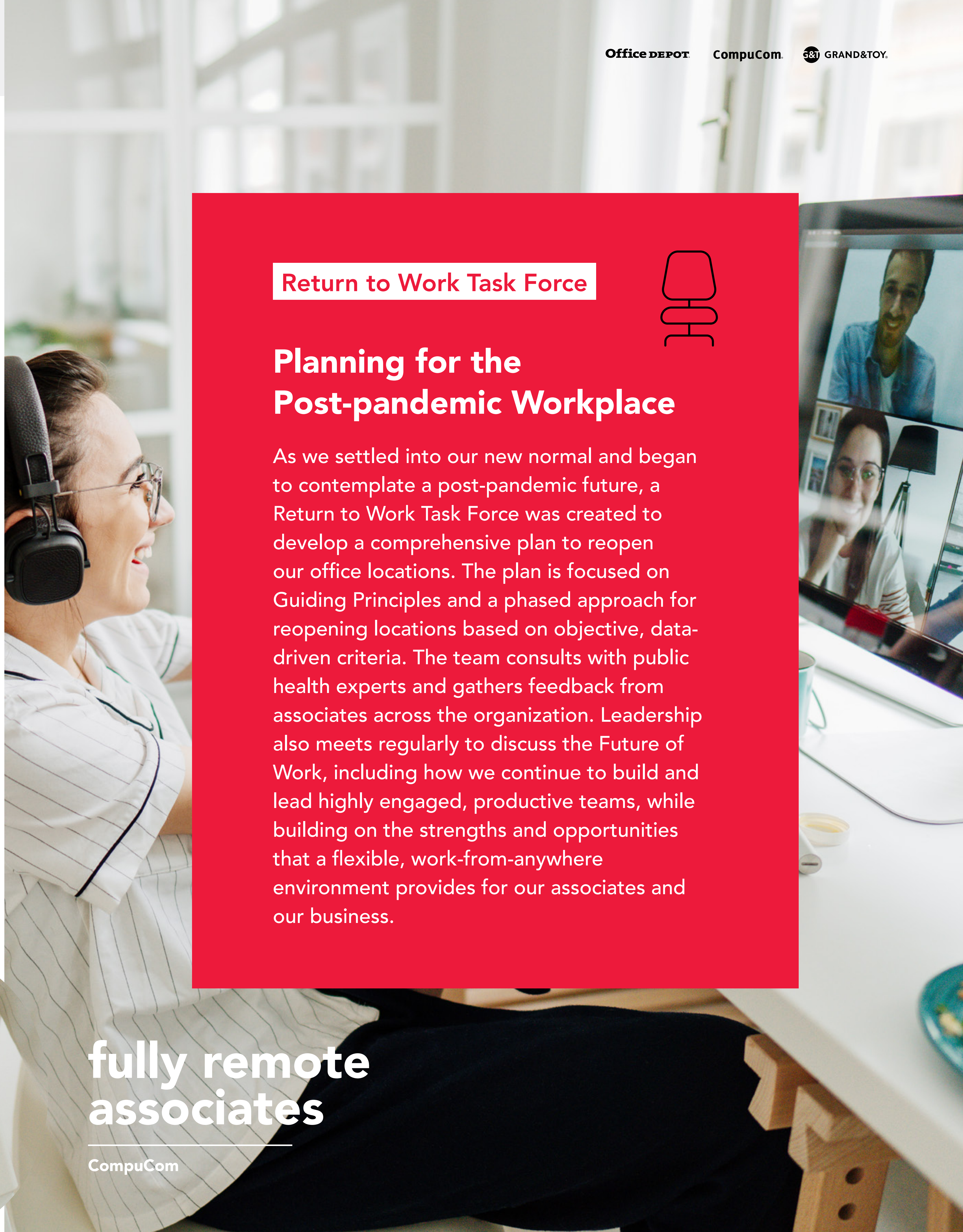
Company locations were stocked to provide associates with cleaning supplies, face coverings and hand sanitizer. Hand sanitizer was also provided to customer-facing BSD Representatives and CompuCom Technicians. Retail operations swiftly converted to **curbside pickup in just 48 hours**, and we shifted all office-based associates to **work from home** in order to support curbing the spread of COVID-19. We adapted our policies to allow associates more flexibility in responding to various pandemic-related circumstances, such as childcare issues due to school closures, challenges with public transportation due

to restrictions or shutdowns, or concerns with working due to the associate or a member of the household being in a high-risk category. As the situation unfolded, we responded rapidly to put enhanced safety measures in place and to work with associates on time needed for general concerns related to COVID-19. International travel was banned immediately, and domestic travel was limited to only essential business purposes.

Office Depot launched regular associate well-being check-ins, and Grand & Toy launched bi-weekly wellness newsletters with a focus on the health and well-being of associates.

CompuCom also issued crisis communications to reinforce safety protocols for associates, and moved 3,400+ associates to fully remote operations within 10 days to address their safety. **Work from Anywhere** solutions were developed to offer residential onsite support, walk-in support and remote remediation to customers.

Finally, we established a designated team to support uniform assessment and measures for COVID-19 related situations, including precautionary quarantines, isolation periods, consideration of additional cleaning after a positive notification, contact tracing and associates' return to work.



Return to Work Task Force

Planning for the Post-pandemic Workplace

As we settled into our new normal and began to contemplate a post-pandemic future, a Return to Work Task Force was created to develop a comprehensive plan to reopen our office locations. The plan is focused on Guiding Principles and a phased approach for reopening locations based on objective, data-driven criteria. The team consults with public health experts and gathers feedback from associates across the organization. Leadership also meets regularly to discuss the Future of Work, including how we continue to build and lead highly engaged, productive teams, while building on the strengths and opportunities that a flexible, work-from-anywhere environment provides for our associates and our business.

3,400

fully remote associates

CompuCom

2020 SUSTAINABILITY HIGHLIGHTS

FACILITY ENERGY CONSUMPTION

GOAL
10%
DECREASE
in facility energy consumption by 2021

EXCEEDED
44%
DECREASE
in facility energy consumption since 2016

MPG IN PRIVATE FLEET

GOAL
15%
INCREASE
in mpg in private fleet by 2021

EXCEEDED
18%
INCREASE
in mpg in private fleet since 2018

CUBE UTILIZATION

GOAL
10%
IMPROVEMENT
in cube utilization by 2021

EXCEEDED
14%
IMPROVEMENT
in cube utilization since 2018

GHG EMISSIONS

11% REDUCTION in GHG emissions ($MT\ CO_2e$) since 2019

COVID-19 RELIEF

$10M
WORTH OF IN-KIND PRODUCTS
donated to community organizations

$2M+
DONATED TOWARDS COVID-19 RELIEF
Including contributions to Feeding America, the Canadian Red Cross and Foodbanks Canada.

Office Depot
Grand & Toy

$15K
WORTH OF PPE
donated to support healthcare and community workers at the frontline

Grand & Toy

COMMUNITY INVESTMENT

560
COMMUNITY PARTNERS
up from 125 in 2019

610
COMMUNITY PROJECTS
up from 100 in 2019

SUPPORTING SCHOOLS

$3.5M+
IN EDUCATIONAL SUPPLIES
donated through Start Proud!

18,000
FULLY STOCKED BACKPACKS

$500,000
FUNDED
to MLK Day Donation Drive and Essay Contest

$200,000
GRANT PROGRAM
Slowing the Summer Slide

SUPPLIERS

$270M+
SPEND AND SALES
with diverse businesses

300+
DIVERSE SUPPLIERS

1,700+
FEATURED ITEMS

Governance & Ethics

GOVERNANCE

We recognize the increasing importance of sustainability and aim to integrate sustainability into our business strategies, products, services, thought leadership and operations. The oversight, management and implementation of the Company's sustainability efforts are structured to allow integration with our governance framework.

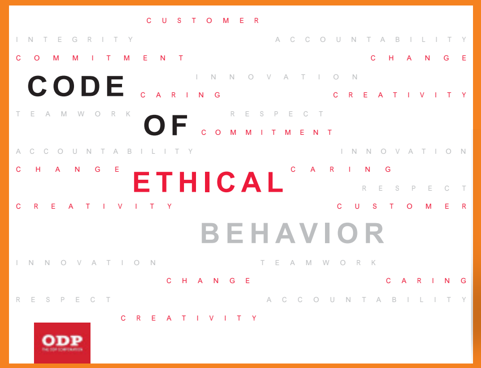
In 2020, the Corporate Governance & Nominating Committee formally adopted responsibility for the oversight of The ODP Corporation's sustainability strategy and programs, focusing on conducting business in a way that preserves the environment for future generations and provides a safer and healthier working environment for all associates. Our Compensation and Talent Committee oversees the Company's strategies and policies related to human capital development matters, including diversity and inclusion, pay equity, recruiting, retention, training and development, and workplace environment and safety consistent with the Company's culture and strategy.

Our Sustainability Governance Council consists of company leaders representing key departments across the organization. The Council implements and supports the company's vision and mission by identifying the sustainability issues most critical to our business and stakeholders, recommending initiatives to advance the Company's public-facing goals and identifying metrics for measuring and reporting progress. This year, the Sustainability Operating Committee was created to further operationalize and execute on these initiatives.

Focusing on conducting business in a way that preserves the environment for future generations and provides a safer and healthier working environment for all associates.

ETHICS & CULTURE

Across our organization, our 5C Culture continues to drive what we do on a daily basis and guides our company's strategic direction. In 2020, our **5C Culture** shined brighter than ever as our nimble approach helped us stay productive, support our customers and communities and keep our associates employed.



Code of Ethical Behavior

The ODP Corporation Code of Ethical Behavior guides expectations of how we should act towards one another as well as maintaining compliance with the laws that govern our business. It is the foundation upon which our related policies, trainings and ethical decisions are established. All Company associates are expected to comply with our Code of Ethics.

CODE OF ETHICAL BEHAVIOR →

5Cs

Customer

We relentlessly focus on serving our customers to ensure their success.

Commitment

We do what we say we will do with transparency and integrity.

Creativity

We are innovators, disrupting to deliver new ways of doing business that drive sustainable, profitable growth.

Caring

We challenge ourselves to be our best, treating each other, our customers and communities as we want to be treated.

Change

We seek and embrace change in the pursuit of excellence.

SUPPLY CHAIN

Country and state government sanctioned shutdowns, travel and visitor restrictions and factory closings restricted us from conducting “onsite” Social Compliance and CTPAT security audits. As a result, a Virtual Social Compliance audit program was implemented to enforce factory compliance in low-risk countries.

Additionally, we increased collaboration efforts with our suppliers and expanded our existing Certification and Collaboration program in a continued effort to reduce audit fatigue. By increasing our acceptance of valid/current certifications and shared audit reports, we saw an increase in certification waivers for compliant factories.

SOCIAL COMPLIANCE →

250
FACTORIES
at YE2020

65%
163 AUDITED
by an independent 3rd party audit provider

83%
SATISFACTORY

17%
NEEDS IMPROVEMENT

35%
87 APPROVED
Certification, Collaboration or Shared Audit waivers

5%
IMPROVEMENT
in factory performance since 2019

Factory performance improvement is attributed to the implementation of a more stringent corrective action program. We actively train and work directly with our suppliers to identify and address the root cause of all violations detected during factory audits. Read about our compliance, audit process and training programs related to the California Transparency in Supply Chains Act.

SUPPLY CHAINS ACT →

231
SOCIAL COMPLIANCE AUDITS

132
CTPAT SECURITY AUDITS

73%
PREFERRED

23%
SUBJECT TO IMPROVE

4%
NEEDS IMPROVEMENT

100%
OF FACTORIES
(Direct Import and Private Brand) are compliant

81%
OF FACTORIES
still active as of YE2020 sustained results following the completion of the Continuous Improvement Program

Planet

OPERATIONS

The global urgency of tackling climate change increased in 2020 as its impacts and inequities were made more apparent by the rise of COVID-19. For The ODP Corporation, this has driven home how the impacts of climate change can affect our safety and livelihoods – and is a solid reminder of why our work creating sustainability programs and initiatives that support resiliency into the future is so important.

Restoring Coastal Ecosystems

In partnership with Community Investment and Youth Environmental Alliance (YEA!), nearly 100 volunteers came out to restore a portion of Florida's coastline by planting over 12,000 sea oats, a native dune species that helps reduce erosion and tame storm surges.

100
VOLUNTEERS

planted

12,000+
SEA OATS

Safer Chemical Management

As part of our commitment to supporting environmental stewardship and helping our customers do the same, we expanded our Chemicals Management Policy and published our Beyond Restricted Substances List (BRSL) for the first time in 2020. We will evaluate and increase the chemicals listed on our BRSL by up to 20% in 2021.

CHEMICALS MANAGEMENT POLICY →

Strategic Vendor Partnerships

We worked with strategic partners to improve the functionality of programs, update reporting tools and sales sheets, strengthen our business relationships and promote sustainability programs as key differentiators.

2020 Sustainability Summit

We held our second annual Sustainability Summit in 2020 to strategize and create a joint roadmap that will allow our programs to grow and be more impactful.

Office DEPOT

Office Depot established a new **Sustainability Operating Committee** to execute tactical initiatives alongside the well-established **Sustainability Governance Council**. At our corporate office, we incorporated training on our sustainability programs during the onboarding for new associates, creating and promoting a culture of sustainability from the start.

CompuCom

At CompuCom, a new sustainability program governance model was implemented – consisting of a **Sustainability Operating Council, Governance Council, and a Lead** – to accelerate progress and drive accountability. For associates, we developed a sustainability page with links to our report, podcasts and other sustainability materials, and created a sustainability training program where associates can learn about the triple bottom line and earn sustainability badges.

GRAND&TOY

Grand & Toy shaped a culture of sharing through **campaigns** related to social sustainability and wellness, and **pulse surveys** to capture challenges and opportunities. We updated our Corporate Sustainability landing pages, improved the quality of resources available to associates and established new processes for associate onboarding. Finally, we continued to make positive connections with customers by showing transparency and credibility in compliance and GHG reporting.

Procurement Partner Sustainability Award

The University of Notre Dame recognized Office Depot with a Procurement Partner Sustainability Award for commitment, leadership and innovation in creating more sustainable business operations and products.

Energy & Emissions

We have made great strides since 2016 by retrofitting our lighting system with LEDs, replacing inefficient systems and integrating an Environmental Management System that helps us run our facilities efficiently. However, in 2020, our reduction in facility emissions came largely from the impacts of COVID-19. The shift to remote work meant many of our buildings were closed for months, and while these facilities were not consuming energy, much of it was simply relocated outside of our control.

11%
REDUCTION
in GHG emissions
(MT CO_2e) since 2019

11% Office Depot
16% Grand & Toy

13%
DECREASE
in energy consumption
(kWh) since 2019

13% Office Depot
14% Grand & Toy

367.5
TONNES REDUCTION
in CO_2 emissions
from daily commutes

Grand & Toy

1,632,000 GJ total energy consumed

goals

12 RESPONSIBLE CONSUMPTION AND PRODUCTION
13 CLIMATE ACTION

GOAL	PROGRESS	
10% DECREASE in facility energy consumption by 2021	**44%** DECREASE in facility energy consumption since 2016	exceeded in 2019
15% INCREASE in mpg in private fleet by 2021	**18%** INCREASE in mpg in private fleet since 2018	exceeded in 2020
10% IMPROVEMENT in cube utilization by 2021	**14%** IMPROVEMENT in cube utilization since 2018	exceeded in 2020

Waste Management

Grand & Toy's recycling program prioritizes appropriate waste allocation through our internal waste education programs with clear and effective signage, and by partnering with our waste provider to help identify opportunities for more efficient and cost-effective practices that ultimately impact our waste diversion numbers – as well as our bottom line.

$7.7M

from resold devices

keeping quality devices in use

CompuCom

15,365

MT WASTE DIVERTED

from landfill

15,250MT **Office Depot**
115MT **Grand & Toy**

40%

DIVERSION RATE

from landfill

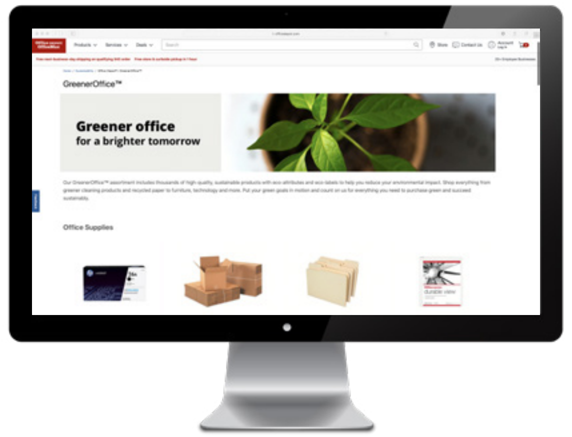
40% **Office Depot**
84% **Grand & Toy**

CUSTOMER SOLUTIONS

Greener Products

Office Depot continues to place a heavy focus on greener product procurement and sales. Our GreenerOffice™ assortment makes it easy for customers to choose products that reduce their environmental impact and meet their own sustainability goals, and all our sales associates have been educated on how to help customers reduce their environmental impact through procurement. To celebrate customers who demonstrate their commitment to greener purchasing, we hold an awards ceremony each year to reward businesses for their environmentally conscious choices.

GreenerOffice™ assortment



VIEW PRODUCTS →

What makes a product greener?

GREENER PRODUCT GUIDE →

32%
TOTAL SALES
were greener products

31% **Office Depot**
32% **Grand & Toy**

1.45B
IN SALES
from products with an ecolabel

Office Depot

43
CUSTOMERS
awarded with Leadership in Greener Purchasing Awards

19 **Office Depot**
13 **Grand & Toy**
11 **CompuCom**

Live Green

As part of our efforts to help customers reduce their own environmental impact, CompuCom continues to focus on digital innovation as a method of driving both efficiency and sustainability. In 2020, we released two new services:

L2 Remote Resolution

Designed to increase service desk efficiency and technical support, L2 Remote Resolution reduces the need for onsite support (along with greenhouse gas emissions) by providing technical knowledge, elevated access and the ability to work on high complexity incidents and requests remotely.

Endpoint Health

Designed to enhance remote remediation and elevate end user support by preventing service issues before they happen, this cloud-based service offers real-time insights and analytics into device health and performance. Endpoint Health can improve device longevity through scheduled maintenance, and can be used to refine procurement recommendations, reducing both e-waste and unnecessary device purchases.

Tech Recycling

In 2020, CompuCom was awarded a Class D Permit in our Paulsboro, NJ facility. This permit enforces CompuCom's emphasis on sustainability for our Paulsboro Advanced Configuration facility and improves our e-waste recycling capabilities. We also developed a new customer portal to improve the customer experience and streamline pick up requests for IT Asset Disposition.

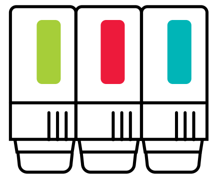
6.2M

lbs bulk e-waste recycled for customers

4.3M Office Depot
1.9M CompuCom

Ink & Toner Recycling

Office Depot offers ink and toner cartridge recycling solutions for both retail and Business Services Division customers.



5.6M
CARTRIDGES
recycled for customers

that is

1,200MT
RECYCLED
for customers

People

DIVERSITY & INCLUSION

The events of 2020 brought into sharp focus the depth of racism and racial inequality across the country. Motivated to accelerate our D&I efforts across our organization and take a deeper look at our processes, we have continued our multi-year journey to drive awareness, build competence and create measurable outcomes that will support and strengthen our inclusive culture.

Our 2020 efforts focused on building awareness of our Associate Resource Groups and increasing opportunities for associates to discuss diversity and inclusion with senior leadership. Gerry Smith, CEO, held a companywide Town Hall to discuss Diversity & Inclusion, and issued a letter to associates regarding racial inequality and the steps we're taking to drive change at our company and in our communities. Leadership was provided with D&I toolkits to help build a culture of inclusion and carry transparent dialogue with their teams, and we're reviewing our programs, practices and processes to ensure they are inclusive and address unconscious bias.

CompuCom appointed a new D&I Lead to accelerate the sentiment of authentic care, and launched the Jump In series to celebrate and raise awareness on monthly diversity and inclusion topics with themed speakers, events and promotions.

Diversity and inclusion are intrinsic to our 5C Culture and contribute to the company's success. In alignment with our 5Cs, The ODP Corporation:

Employs a diverse workforce that reflects the communities in which the company does business.

Offers equal opportunities for advancement and encourages all associates to develop to their full potential.

Embraces new perspectives and ideas and respects individual differences.

Does not tolerate harassment of any kind.

3-YEAR

Diversity & Inclusion Roadmap

Develop Baseline | Identify Opportunities | Expand Awareness | Broaden Growth | Identify Accountability | Expand Awareness | Establish Key Focus Areas | Develop and Promote Vision

2020 — PRACTICE & LEARN

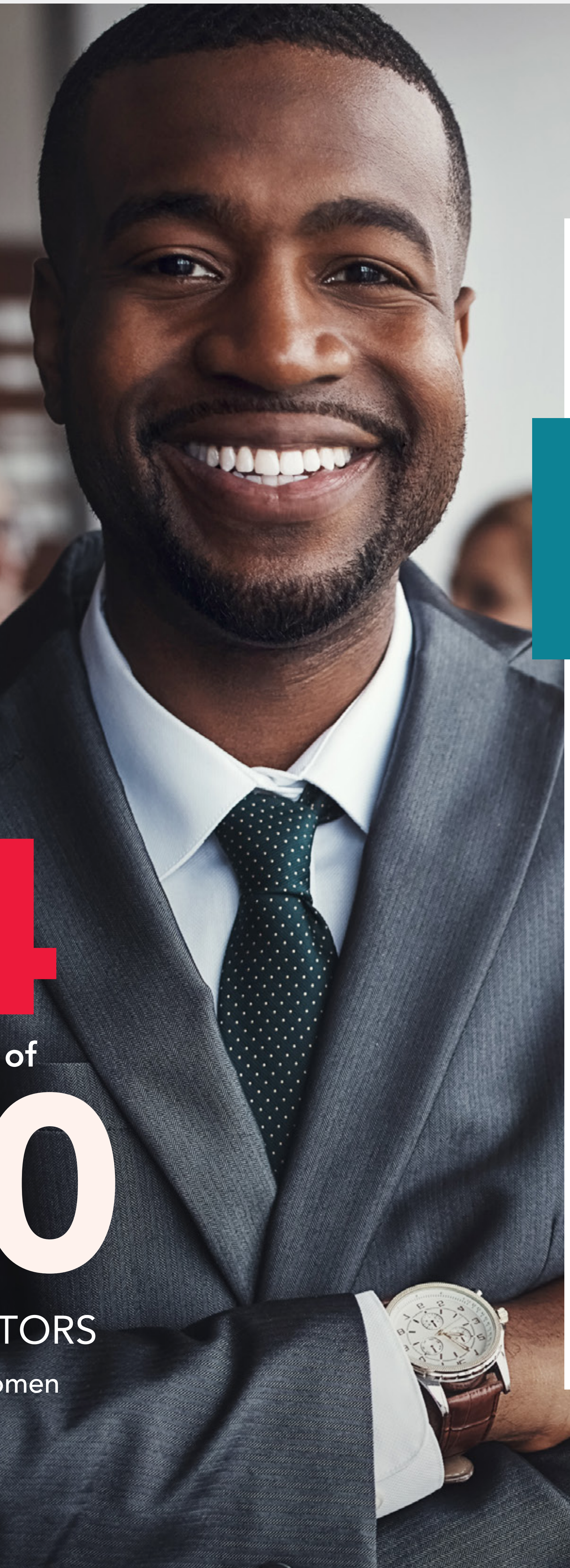
Awareness & Equip Leaders

2021 — LEARN & LEAD

Build Competence

2022 — LEAD & OWN

Create Measurable Outcomes



Board Diversity

While we do not have a specific diversity policy for our Board, our Corporate Governance Guidelines seek to select Directors who reflect a diverse set of skills, backgrounds, perspectives and experiences. We are proud to have a highly diverse Board, with Directors representing a variety of genders, ethnicities, and experiences, as well as diverse and complimentary business, leadership, and financial expertise.

4 out of **10** DIRECTORS are ethnically diverse

4 out of **10** DIRECTORS are women

Workforce Diversity*

	Office DEPOT MANAGEMENT	Office DEPOT EMPLOYEES	CompuCom MANAGEMENT	CompuCom EMPLOYEES
FEMALE	34%	41%	26%	16%
MALE	66%	59%	74%	84%
WHITE	70%	49%	85%	65%
HISPANIC/LATINO	12%	19%	5%	9%
BLACK/AFRICAN AMERICAN	10%	20%	5%	14%
ASIAN	4%	6%	3%	7%
OTHER	.06%	1%		1%

* Store managers are excluded from the calculation of Workforce Diversity & Inclusion (D&I) metric.
Due to limited availability of Grand & Toy Workforce Diversity data, these metrics are not disclosed.

Associate Involvement

Although planned for 2021, the events of 2020 expedited our expansion of Associate Resource Groups (ARGs) from a corporate pilot to a program available to all associates, across all banners. Overall membership increased by 500 associates as we launched several new groups and increased ARG awareness efforts. Several ARGs made community outreach donations and in-kind contributions to local organizations, including Milagro Center, National Urban League, Vetsville Cease Fire House and more. We also launched our official 2020 D&I calendar of events and celebrations, including quarterly CEO listening sessions with active groups. At the end of 2020, we had 14 ARGs representing various dimensions of diversity.

14
ARGS

- Asian Professionals
- Blacks in CompuCom
- Men of Color
- LGBTQ+ (x2)
- Military-Veterans (x2)
- SOMOS Office Depot
- Sustainability
- Women in Leadership
- Women in Technology
- Women of Color
- Women of Grand & Toy
- Young Professionals

Engagement is up!

66%
OF SCORES
increased (19 of 29 questions)

71
ENGAGEMENT SCORE
up 3 points

Associate Engagement

To gauge the pulse of the organization during such unprecedented times, we launched our first enterprise-wide associate well-being check-in over the summer. Within CompuCom, efforts to listen with genuine intent through conduits such as RealTalk Roundtables and Jump In sessions generated a nine-point positive increase in associate engagement survey results. We also added questions to our annual associate engagement survey to formally assess associate perspectives on our commitment to driving an inclusive culture. As our company evolves, gaining insight into the collective views of our associates helps identify new areas of opportunity so we can take effective action.

Office Depot partnered with the Urban League of Broward County to develop a playbook that helps companies establish diversity programs and grow cultures of inclusion.

awards

SOMOS ARG recognized as one of the

Top 16 Employee Resource Groups of the Year

LATINA Style Inc.

Top Employer on Best of the Best list

Black EOE Journal, Hispanic Network Magazine, and Professional Woman's Magazine

America's Top Corporations for Women's Business Enterprises

WBENC

Top 50 Best Companies for Latinas to Work for in the U.S.

LATINA Style Magazine

Best Place to Work for LGBT Equality

Human Rights Campaign Foundation

100% score on the Corporate Equality Index

for the 10th consecutive year

LEARNING & DEVELOPMENT

Due to COVID-19, our training and educational programs switched exclusively to virtual settings, and we swiftly pivoted to offer online courses to associates across all banners. With more than 168,300 courses available, overall participation surpassed previous years with over 1.5 million hours of coursework completed in 2020.

Experiential Learning

Capstone Projects

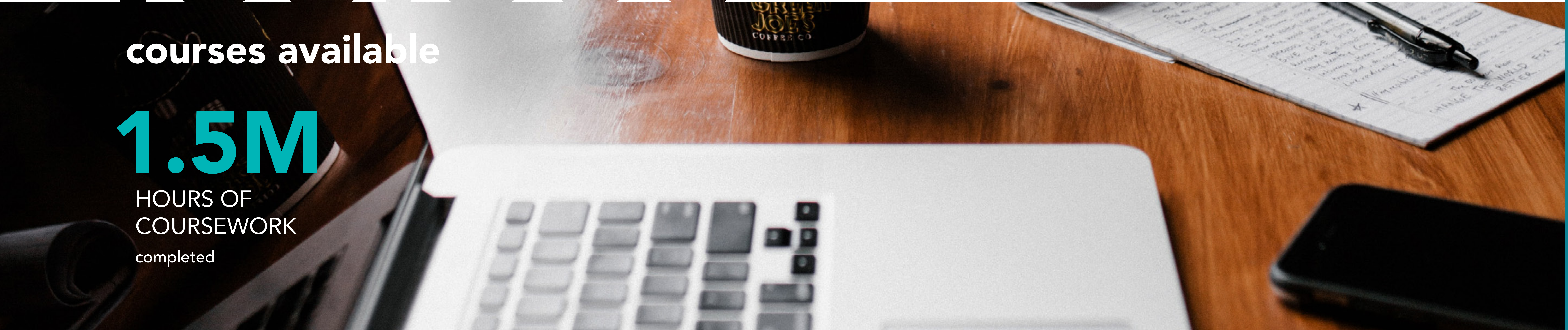
In collaboration with various top-ranking universities around the country, our teams worked hand-in-hand with students through Capstone projects and experiential learnings. Asked to share their fresh perspective and create solutions for real-world challenges we currently face, these bright students analyzed our current practices, looked for gaps and opportunities and presented recommendations to our Executive Leadership teams.

2020 Job Shadow Program

We hosted 18 students over their winter break for a virtual job shadow program. Associates from our Young Professionals ARG participated and presented their role, business unit and interesting projects, and answered student questions directly through an interactive Q&A panel discussion.

168,300

courses available



1.5M

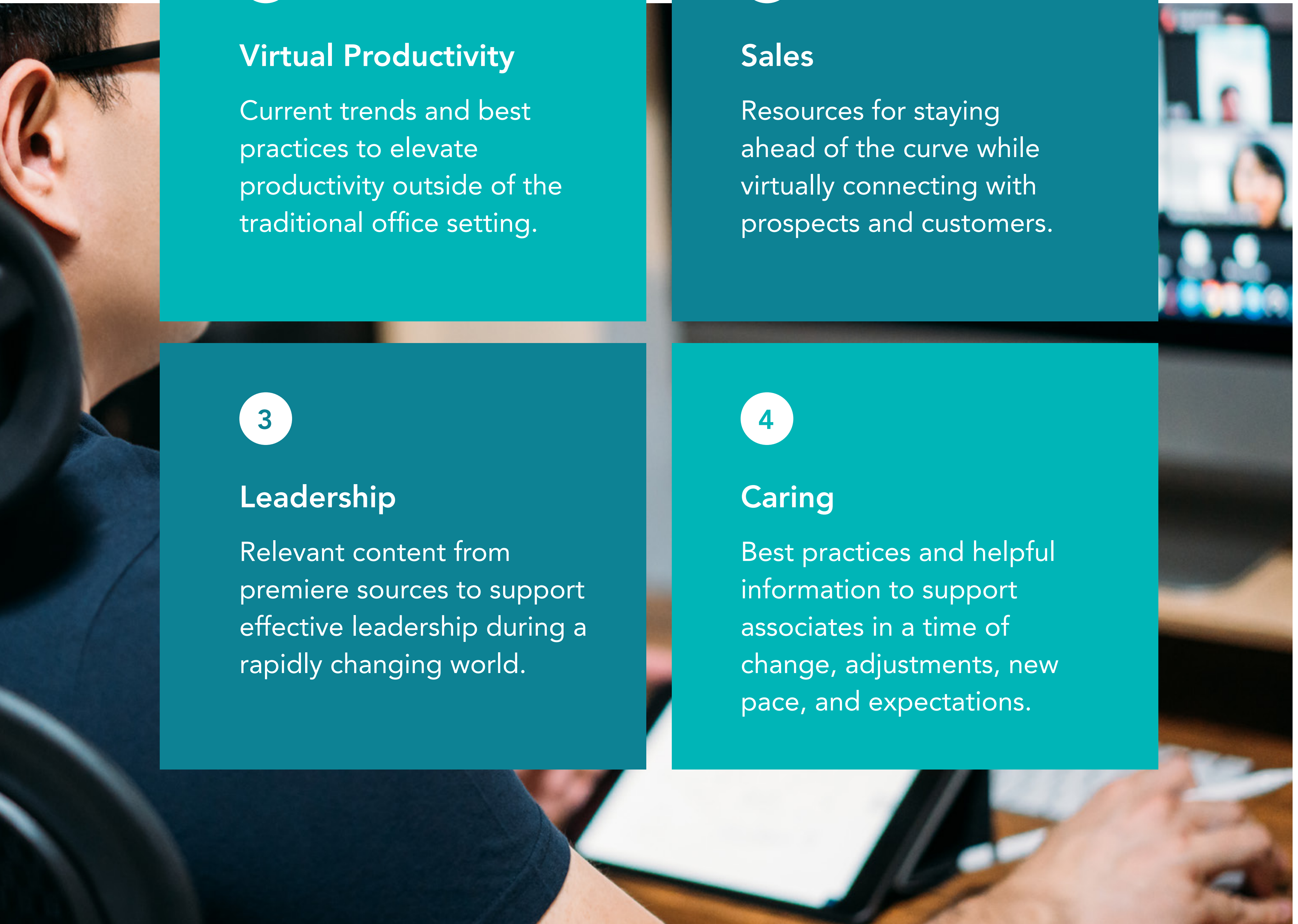
HOURS OF COURSEWORK

completed

Associate Development & Recognition

Business Continuity Channels

We added four new learning channels with curated material to continue fostering growth and development in our new virtual world:



1. **Virtual Productivity**
   Current trends and best practices to elevate productivity outside of the traditional office setting.

2. **Sales**
   Resources for staying ahead of the curve while virtually connecting with prospects and customers.

3. **Leadership**
   Relevant content from premiere sources to support effective leadership during a rapidly changing world.

4. **Caring**
   Best practices and helpful information to support associates in a time of change, adjustments, new pace, and expectations.

Virtual Learning

We partnered with the **Center for Creative Leadership** to deliver virtual workshops and webinars focused on topics such as **Leading People Through Change**, **Feedback that Works**, and more. Leadership participated in Executive Education courses offered through Columbia, Berkeley, and Stanford Graduate School of Business, and select leaders were provided with premier virtual leadership development through our partnership with ExecOnline. Participants were nominated by HRBPs and their respective managers, and included managers and above that live our 5Cs, have high potential and are innovative and committed.

Associate Recognition

In 2020, Office Depot piloted a new enterprise-wide recognition platform and CompuCom introduced several new informal recognition activities, including a top-tier annual and quarterly recognition program called the **Excellence Award Program**.

Promoting Sustainability Awareness

CompuCom launched a monthly **Did You Know?** campaign to drive awareness on sustainability and companywide sustainability initiatives.

BSD Account Manager Engagement and Training

In 2020, Office Depot launched an engagement and training program for BSD (Business Solutions Division) Account Managers. Focused on building relationships within our organization and with customers, we hosted monthly virtual meetings with our Sustainable Business Development team, presented sustainability information at Director-level and above team calls and held 1:1 calls with account managers throughout all verticals and segments of the business.

As part of our efforts to build additional resources to help the BSD team share our sustainability story, the **Sustainability Sales Resources page** was created as a one-stop-shop for sustainability sales resources and information, with tools for initiating sustainability-focused conversations. Additionally, we worked with our vendors to create and update product information sheets that highlight sustainable product options across all categories.

COMMUNITY INVESTMENT

Without the ability to mobilize associates using our usual volunteer-driven approach, we found new ways to drive our signature programs in 2020. Despite the challenges, our teams stayed active and stepped up when our communities needed us most.

OUR SIGNATURE PROGRAMS →

$10M

WORTH OF IN-KIND PRODUCTS

donated to community organizations

$3.5M+

IN EDUCATIONAL SUPPLIES

donated through Start Proud!

$15K

WORTH OF PPE

donated to support healthcare and community workers at the frontline

Grand & Toy

$2M

DONATED TOWARDS COVID-19 RELIEF

including contributions to Feeding America, the Canadian Red Cross and Foodbanks Canada.

Office Depot

Grand & Toy

560

COMMUNITY PARTNERS

up from 125 in 2019

contributing to

610

COMMUNITY PROJECTS

up from 100 in 2019

Outstanding Partner Award

Consortium of Florida Education Foundations 2019-20

3,802

hours volunteered

at nonprofits through CompuCom Cares

Supporting Schools

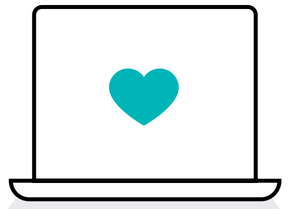
Due to the pandemic, the annual Depot Day of Service quickly converted from a school makeover campaign into the Teacher Support Grant program. Event budgets transformed into $20K grants to help teachers meet new teach-from-home needs at 15 schools and district partners across the country.

18 EXEMPLARY TEACHERS awarded the All-Star Teacher Award

18,000 FULLY STOCKED BACKPACKS

Start Proud!®

Office Depot's Start Proud! program evolved to help economically distressed elementary schools adapt to new needs in the wake of the pandemic. With strict policies around COVID-19 safety, we were able to safely deliver 18,000 fully stocked backpacks, gift cards and supplies to students and teachers at 25 schools across the country.



Mentorship Movement

With in-person volunteering at a standstill, the Mentorship Movement transformed to offer virtual mentoring of at-risk youth throughout the school year. As a result of going virtual, we saw a substantial increase in the number of participating associates.

Slowing the Summer Slide

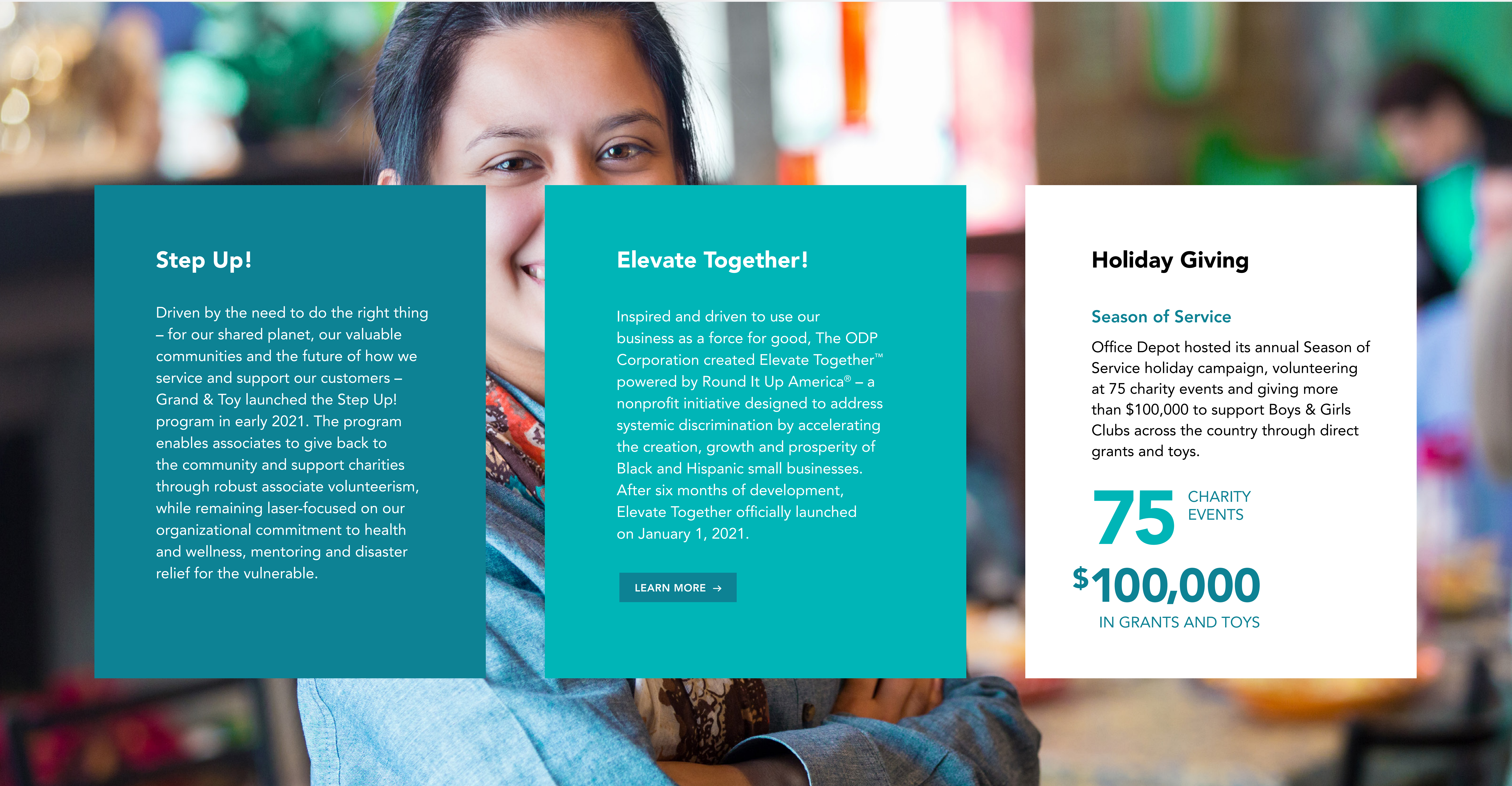
A $200,000 grant program was launched to help low-income youth overcome the learning loss challenges brought on by COVID-19. Grants were given to 21 beneficiaries, including the Boys & Girls Club's summer camp program in each major market.

$200,000 GRANT PROGRAM

MLK Day Donation Drive & Essay Contest

In the final weeks of 2020, Office Depot launched the MLK Day Donation Drive & Essay Contest in all retail stores, donating nearly $500,000 to fund Title 1 school "I Have A Dream Projects" nationwide.

$500,000 FUNDED



Step Up!

Driven by the need to do the right thing – for our shared planet, our valuable communities and the future of how we service and support our customers – Grand & Toy launched the Step Up! program in early 2021. The program enables associates to give back to the community and support charities through robust associate volunteerism, while remaining laser-focused on our organizational commitment to health and wellness, mentoring and disaster relief for the vulnerable.

Elevate Together!

Inspired and driven to use our business as a force for good, The ODP Corporation created Elevate Together™ powered by Round It Up America® – a nonprofit initiative designed to address systemic discrimination by accelerating the creation, growth and prosperity of Black and Hispanic small businesses. After six months of development, Elevate Together officially launched on January 1, 2021.

LEARN MORE →

Holiday Giving

Season of Service

Office Depot hosted its annual Season of Service holiday campaign, volunteering at 75 charity events and giving more than $100,000 to support Boys & Girls Clubs across the country through direct grants and toys.

75 CHARITY EVENTS

$100,000 IN GRANTS AND TOYS

Prosperity

SUPPLIER DIVERSITY

Supplier Diversity helps us identify and deliver innovative, quality products and services across all business channels, while supporting economic development in the communities we serve. We continue to evolve our Supplier Diversity program, including setting spend targets, driving program awareness and doing more to help our suppliers run their businesses successfully.

Supplier Development is a new strategic business initiative aimed at evaluating our diverse suppliers to identify opportunities to grow their business and expand their capabilities. In 2020, Office Depot partnered with various diversity organizations to offer resources, mentoring and training in times of uncertainty and crisis.

Diverse Suppliers Catalog

We continue to feature our diverse suppliers' products in our digital Diverse Supplier Catalog, so our customers can make informed choices about the diverse services and products available to them.

VIEW CATALOG →

300+
DIVERSE SUPPLIERS

1,700+
FEATURED ITEMS

SPEND AND SALES
with diverse businesses

$270M+

awards

America's Top Corporations for WBE's

Women's Business Enterprise National Council

Best of the Best Top Supplier Diversity Program

Professional Woman's Magazine

Best of the Decade in Supplier Diversity

Minority Business News Magazine

All Stars of Supplier Diversity

MBN Magazine

$9.7B

Total Annual Sales

43% RETAIL

48% BUSINESS SOLUTIONS

9% COMPUCOM

1,154 RETAIL LOCATIONS

71 DISTRIBUTION CENTERS and cross docks

COMPANY REACH

The pandemic has clearly shown the added resiliency of companies with sustainability principles core to their business model. Sustainability builds resiliency, helping us best adapt and prepare for disruptions that occur as the result of environmental and social risks.

We've seen many opportunities arise from this challenging year, from accelerated growth and new business acquired through digital demand generation, to enhanced associate training and customer experience improvements through various online enhancements. We are proud of how well our teams have pivoted in 2020 and our agility in making changes through the year to respond to the business environment.

Thank you

ODP
THE ODP CORPORATION

Office DEPOT CompuCom GRAND&TOY

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "OFFICE DEPOT, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

Jeffrey W. Bullock, Secretary of State

3033159 8300

SR# 20207946980

Authentication: 203906229

Date: 10-21-20

FLORIDA INTERNATIONAL UNIVERSITY

Office of the Controller
Procurement Services
(305) 348-2161

December 15, 2021

ITN-2022-00057

OFFICE SUPPLIES AND PRODUCTS

ADDENDUM #1

Responses to the *Q & A Board* in FIU's eSourcing portal.

Audited Financials

Q1: *In lieu of audited financials, will FIU accept any alternative documentation to prove financial stability, for example, bonding, bank letter, etc.?*

A1: Answer: **FIU prefers audited financial statements as noted in question 6.1.6 of the ITN, but may consider other alternative documentation.**

Pricing

Q2: With this being a 5-year contract term, are price adjustments during that period allowable for Custom and Master core lists? If so, what limitations are placed on price changes.

A2: Answer: **FIU allows price adjustments. The minimum time frame for pricing to be held for Custom and Master Core lists is a ninety (90) day period.**

Spend Analysis

Q3: The bid sheet includes 25,000+ items. The existing vendor has an advantage because they have the completed sheet and existing pricing. In the interest of adding more competition to the bid, would you be able to consolidate the list into your top 70-80% of spend by dollar volume? In our experience, the bottom 20-30% of items (by dollar volume) do not get ordered often, if at all. There are also a lot of Office Depot branded items on here.

A3: Answer: **FIU is providing updated Office Supplies ITN Pricing Schedule. Items with low usage have been removed. Category *Pallet Paper* has been removed from the Non-Core Category list.**

Regional Opportunities

Q4: In the interest of fairness, would you consider allowing regional players to participate? For instance, could there be an opportunity to win the lowest pricing and then choose to distribute on a state-by-state basis? Regional players that are not Office Depot or Staples will not have an opportunity to compete on this if they have to ship to the other side of the country from Florida distribution centers. However they may be able to service other states near by.

A4: Answer: **Regional companies are welcome to participate in this ITN. Pricing is very important component to be considered in this ITN, but the resulting contract will not be awarded based on pricing only.**

Prerequisite

Q5: I have a question about the following prerequisite: Respondent shall present evidence of successfully providing services described in this ITN in the past 10 years. Our company, Worldwide Paper Corporation has recently expanded into South Florida under the name, Sunshine Paper & Office Supplies Corporation. We can submit supporting documents of the past ten years performance for Worldwide. Would it be acceptable as long as we show proof of shared ownership between both companies?

A5: Answer: **This depends on the relationship between the companies and other factors. They are welcome to submit all pertinent information, and FIU can look at it and decide whether it is relevant, or in fact the respondent is a completely separate new entity.**

Question on Omnia Partners

Q6: Is it FIU's intent to award a contract resulting from this solicitation, based on open and fair competition and the stated evaluation criteria, where it then becomes available to others nationally through the OMNIA Partners portfolio OR does the solicitation limit proposals from only those suppliers currently holding a contract with OMNIA Partners?

A6: Answer: **FIU's intent is to award a resulting contract based on open and fair competition and stated evaluation criteria. This solicitation DOES NOT limit proposals from only those suppliers currently holding a contract with OMNIA Partners.**

Toner

Q7: *Can a vendor just bid on the reman toner portion of the Bid? Or do we have to bid on all terms that are not toners as well?*

A7: Answer: **Respondents cannot bid on the reman tone portion of the bid only. Respondents have to respond to all items listed in Pricing Schedule.**

Scope of Work Clarification

Q9: *Question: Please clarify time period on Scope of Work page 5, 3.g.*

Conflicting info (issued within ten (5) days).

"1. The Web Punch-Out Site must be reliable, easy to use, and run at current standard speeds, which must be updated as technology becomes more advanced. In the event an error in pricing is discovered in favor of the user, the Awarded Supplier shall provide a refund and/or credit memo to be issued within ten (5) days after the discovery of the discrepancy [PH1]."

Q9: Answer: **Awarded Supplier shall provide a refund and/or credit memo to be issued within five (5) days after the discovery of the discrepancy. Please see updated Scope of Work page 5, section 3.g.**

Pricing Question

Q10: *In the Scope of work under the Master Core Section the ITN states: "It should be noted that, if an OEM product is specified on the Pricing Schedule, Respondent MUST provide pricing for that OEM product specified."*

Please note, the following MASTER CORE sku's have been discontinued. We are providing you with alternates for your review and consideration to be added or removed.

Item Category	SKU	MFG #	Description	Unit of Measure	Alternate Item	Description	Unit of Measure	MFG #
Master Core	805226	115100	PAPER,MULTIPURPOSE,HP,REAM	RM	698308	PAPER,POL,MP,FSC,20,97B,11,W	RM	POL-8511
Master Core	303035	OD303035	BINDER,2",EO,CV,D-RING,WHITE	EA	1385803	OD DUR VW 2BDR SLNT RNG WHT	EA	82364
Master Core	199570	00703	BOX,STOR,ECON LETTER/LEG	CT	287154	BOX,STOR/FILE,LTR/LGL,BSC,10PK	PK	0070314
Master Core	814293	94205	SUGAR,CANNISTER,20 OZ,3PK	PK	7052214	SUGAR,CNSTR,EXC SUITE,20OZ/3PK	PK	94212PK
Master Core	185432	GOJ 9674-12	SANITIZER,HAND,PURELL,ALOE,8OZ	EA	450073	HAND SANTZR,PURELL,8OZ,PUMP	EA	9652-12
Master Core	680017	86700	PAPER,LTR,20#,RECY,MULTI	CA	116946	PAPER,BOISE ASPN,30%REC,LTR,WH	CT	054901-CTN
Master Core	433680	OD433680	PORTFOLIO,POCKET,TWIN,10PK,LTB	PK	6843160	FOLDER,2PK,LIGHT BLUE,25PK	PK	ODV6843160
Master Core	403076	85342	BOARD,DRY-ERASE,34"X48",ALUM_	EA	489674	BOARD,DRY-ERASE,48X36	EA	B34
Master Core	326059	1918	PAPER,COPY,CASE,WHITE	CA	6028288	PAPER,OD COPY,20LB,11,10RM,CS	CT	ODBCP92-CTN
Master Core	8182020	WDBS4B0020BBK-WESN	HARD DRIVE,PASSPORT,2TB,BLK	EA	8030711	MY PASSPORT,2TB,BLACK	EA	WDBYVG0020BBK-WESN
Master Core	727381	C7115A	CARTRIDGE,PRINT,C7115A,HP	EA	869881	CARTRIDGE,HP,LJ,C7115X,ULTRA	EA	C7115X
Master Core	4812214	WDBLPG0020BBK-WESE	HARD DRIVE,PASSPORT,MAC,2TB,BK	EA	6834937	MY PSSPRT FOR MAC,2TB,BLU	EA	WDBA2D0020BBL-WESN
Master Core	166904	5000212	GLUE,GORILLA,2 OZ	EA	287825	GLUE,FAST CURE,GORILLA,2oz.	EA	5201212
Master Core	4037187	200377	BOX,CLEAR,5.9 QT,4PK	PK	973087	BIN,MODULAR,LATCHING,6QT,CLR	EA	100275

A10: Answer: **Discontinued items have been removed and replaced with suggested alternatives. FIU is providing updated Office Supplies ITN Pricing Schedule as part of the Addendum 1.**

Prerequisite Section

Q11: *The Prerequisite Section requires the upload of the 'FEDERALLY FUNDED PROJECTS AMENDMENT' and 'CERTIFICATE OF NON-SEGREGATED FACILITIES' to begin a response to the ITN. Is the federally funded projects amendment, technically an addendum to the bid? Amendments would be for previously executed contracts? Please clarify as we cannot sign an amendment to a contract that has not yet been executed.*

A11: Answer: **Federally Funded Projects Amendment has been removed and replaced with Federally Funded Projects Addendum. Please read, sign, and upload a completed Federally Funded Projects Addendum Prerequisite question 15.**
Certification of Non-Segregated Facilities is a standard document included in all solicitations. Respondents have to read, sign, and upload a completed Certification of Non-Segregated Facilities Prerequisite question 12.

FIU Single Use Account Program

Q12: *Instructions to vendors #10. FIU Single Use Account Program in lieu of the SUA program, will FIU consider other options that provide a similar financial benefit to the University?*

A12: Answer: **FIU highly recommends for the Respondents to accept Single-Use Account Program (SUA) as a payment method at no additional costs, fees, or handling charges, however, FIU may consider other options that provide the same or better financial incentive to FIU. Withdrawal from SUA would have a major financial impact of the overall card program as the spend impacts the aggerate program spend, the tier in which the rebate is calculated, and the direct rebate based on the awarded Office Supply vendor spend.**

In-State Vendors

Q13: *Question: 1.1.3 - Is the University applying a preference to In-State vendors?*

A13: Answer: **Based on BOG Regulation 18.001, FIU shall provide preference to vendors with a principal place of business in Florida.**

Quoted Discount – Clarification

Q14: *Clarification on quoted discount – Contradicting Details?*

In Scope of Work 1.0 Pricing Schedule, Paragraph 2

"Respondents shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. ***Multiple percentage discounts by category are acceptable.*** *Any exceptions to the discounts proposed must be clearly identified. Additional pricing and/or discounts may be included."*

In Scope of Work 1.3

"For Non-Core Items the quoted discount from list ***must be applied to every item in the category****. Margin or cost floors and not allowed."*

Is the university allowing exceptions from the quoted discount or must the quoted discount be applied to every item in a category?

A14: Answer: **Quoted discount must be applied to every item in a category. Please review updated Scope of Work Section 1, paragraph 2.**

Clarification on Non-Core Discount

Q15: *Contradicting Details?*

In Scope of Work 1.0 Pricing Schedule, Paragraph 2

"Respondents shall provide pricing based on a discount from a verifiable price list or catalog, or fixed price, or a combination of both with indefinite quantities. Multiple percentage discounts by category are acceptable. Any exceptions to the discounts proposed must be clearly identified. Additional pricing and/or discounts may be included."

In Scope of Work 1.3

"For Non-Core Items the quoted discount from list must be applied to every item in the category. Margin or cost floors and not allowed."

The bid has conflicting information around how non-core items should be quoted.
Is the university requiring a discount from List Price?

A15: Answer: **For Non-Core Items FIU is requiring a discount from List Price. Please review updated Scope of Work Section 1, paragraph 2.**

GROUP 2 ATTACHMENT 1

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract
Exhibit B – Administration Agreement, Example
Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
Exhibit D – Principal Procurement Agency Certificate, Example
Exhibit E – Contract Sales Reporting Template
Exhibit F – Federal Funds Certifications
Exhibit G – New Jersey Business Compliance
Exhibit H – Advertising Compliance Requirement

Office DEPOT
OfficeMax

OMNIA®
PARTNERS

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Florida International University (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public
Sector ("OMNIA Partners"), is requesting proposals for Office Supplies and Products. The intent of this Invitation to Negotiate is any contract between Principal Procurement Agency and Supplier resulting from this Invitation to Negotiate ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this ITN. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this ITN acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation to Negotiate. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). OMNIA Partners provides Principal Procurement Agency a rebate on all non-State University System of Florida (SUS) spend in the amount of five percent (5%) of Administrative Fees received from Supplier as revenue attributable to the marketing of their Master Agreement. OMNIA Partners provides Principal Procurement Agency and all other SUS universities a rebate of two-thirds (2/3) of the Administrative Fee received from Supplier attributable to their individual university's spend (SUS Rebate). In the event OMNIA Partners and the Supplier negotiate a lower Administrative Fee, the percentage of the SUS Rebate will decrease to one-half (1/2) of the Administrative Fees OMNIA Partners receives from the Supplier attributable to each SUS university's spend.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this ITN made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This ITN is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the ITN response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

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

Office Depot includes our detailed response as follows to Exhibit A, Response for National Cooperative Contract.

3.1 Company

A. Describe how supplier differentiates itself from its competitors.

Company Overview

Office Depot is a leading provider of business services and supplies, products, and technology solutions. Our company was incorporated in 1986 with the opening of our first retail store in Fort Lauderdale, Florida. Formed by the merger of Office Depot and OfficeMax, Office Depot is a leading global provider of products, services, and solutions for every workplace – whether your workplace is an office, home, school, or car.

Office Depot is a resource and a catalyst to help customers work better. We are a single source for everything customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, facilities products, furniture, and school essentials.

The company has combined annual sales of approximately $9.7 billion, employs 38,000 associates, and serves consumers and businesses in North America with more than 1,050 retail stores, award-winning e-commerce sites, and dedicated sales professionals and technicians – all delivered through a global network of wholly owned operations, joint ventures, franchisees, licensees and alliance partners. Through its banner brands, including Office Depot, OfficeMax, CompuCom, and Grand & Toy, the company offers its customers the tools they need to focus on their passion for starting, growing and running their organizations. The company's portfolio of exclusive product brands includes TUL, Foray, Brenton Studio, Ativa, WorkPRO, Realspace, and HighMark.

For more information, visit news.officedepot.com and follow @officedepot on Facebook, Twitter and Instagram.

Company Differentiators

Office Depot's main areas of distinction include:

- World-Class Reporting Capabilities
- Leading Diversity program with three-dimensional approach
- Benchmark Environmental program

Other key differentiators include:

- Largest portfolio of products and services in the industry with value-adds:
  - Janitorial & Breakroom Supplies

- Single-Cup Coffee Program (K-Cups and Commercial Keurig Brewers)
- Print-on-Demand
- My Files document management
- Brand Identity
- Managed Print Services
- Promotional Products
- National copy and print program for in-store use
- Furniture
- More than 250,000 technology products competitively priced
- Employee Discount Programs

- Office Depot stocks and buys more items directly than any supplier in the industry. This approach allows us to minimize the use of wholesalers and other middle men that add cost to the sell price.
- Distinctive, experienced Account Management and Implementation Teams that provide more on-site support and services.
- Regular Business Reviews presented with cost savings and continuous improvement opportunities
- Well-Seasoned Customer Service team with a One-Call resolution process
- 25 U.S. Distribution Centers and a network of delivery points to provide local reliable next-day service
- Supply Chain Excellence with industry-leading inventory turns
- Single-order platform for all products and services
- World-Class Business Contract Website offering multiple features and cost savings benefits
- Unique customized solutions for your business that will stay flexible throughout the life of our agreement.
- Contract Compliance organization, which monitors all customer agreements. This shows OMNIA/Florida International University our commitment to total transparency in our pricing. We are the only major supplier that has developed this solution for our customers.
- Retail Synergy Program affords contract pricing to customers when shopping our 1,050 retail stores throughout the U.S. Additionally, we can set up an Employee Purchase Program as a personal benefit to your staff.

These combined resources will provide all OMNIA/Florida International University locations, from the Corporate Headquarters to your smallest field location, a level of service that exceeds your expectations.

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

Office Depot is a large, publicly traded company with many retail operations, which subjects it to legal proceedings and business litigation of many types. However, there are no pending legal proceedings or any pending business litigation that would affect Office Depot's ability to support our customers or affect our ability to meet the stated requirements in this RFP.

Office Depot announced on 5/5/2021 that it is commencing, at the direction of the Board of Directors, to split the existing company into two public stock companies and the details of this action have been and will be provided to the SEC and available at www.officedepot.com as this progresses. This action will not negatively impact our customers as the resulting companies will have interoperating agreements to service customers as we have in the past.

Furthermore, Office Depot has never declared bankruptcy and does not believe there have been any material changes in operating performance or financial position that would impact the services offered.

C. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Office Depot LLC is a subsidiary of ODP Corporation, a publicly held corporation and this reporting requirement is not applicable.

D. Describe any debarment or suspension actions taken against supplier

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

3.2 Distribution, Logistics

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

With 35+ years of experience partnering with local government and school districts, Office Depot continues to evolve our portfolio. We continue as your trusted supply partner, but we recognize that modern supplies are beyond tradition. Therefore, Office Depot invests in partners and resources to best identify and offer a new spectrum of supply curations and solutions. From tools to tech to interiors to healthy school solutions; our goal is to offer “modern supplies” and services that best drive our belief in high-quality teaching, learning, and business frameworks. With this, we look forward to our work with Florida International University and a future of empowering modern districts and learners across the country.

True to our mission of helping our customers work better, Office Depot has invested in understanding the challenges of working in the modern Education landscape. Our organization continues to expand and refine our services to Education through our Committed to Learning™ initiatives! To do this better, we have established an internal professional learning community including prior educators who work as "voice of educator" with our business teams. In this, Office Depot is better equipped to listen and understand key educational insights to best support the work of learners and educators across the country.

We also provide other products and services; which Florida International University can take advantage of.

Products and Services Overview

OMNIA/Florida International University expects suppliers to provide products and services reliably, on-time, as ordered. Office Depot's inventory and offerings enable us to meet your expectations, not just once, every time. We maintain an inventory of all popular items in our warehouses and partner with wholesalers to provide the next level of support. You benefit by knowing more than 98% of the items you order will be delivered on the first delivery schedule for that order.

You receive quality brand name and private brand products, guaranteed 100% to your satisfaction. Our private brand products are guaranteed to equal or exceed their equivalent national brand product specifications and performance 100% to your satisfaction and our private brand products are usually about 20% less expensive.

Office Depot is your Total Solutions Provider to meet all your office business needs. Our products and services are vast and varied, allowing for innumerable solution orientated opportunities. Office Depot's services lend themselves to each customer's individual needs. Take advantage of our Subscription Services and never run out of key products again.

OMNIA/Florida International University's strongest opportunity to aggregate spend across a broad range of product lines is to order these from Office Depot reducing purchasing costs:

- Computer supplies and toners
- Paper products
- Janitorial/Cleaning supplies
- Personal Protection Equipment (PPE)
- Kitchen/Breakroom supplies
- Coffee/Brewer services
- Ergonomic products/programs
- Minority manufactured products
- Recycled/Environmental products
- Furniture and Interior Services
- LED lighting systems & LED bulbs to replace incandescent and fluorescent bulbs
- Stamps, nameplates, and engraving
- Web-based Printed Stationery Program (business cards, stationery)
- Custom Print Centers in more than 1,050 retail stores (will-call copy service)
- Self Service copy/print centers in each store
- Technology Division with access to 250,000+ tech products
- On-demand web-based copy service

- Online Company stores and specialty/Promotional program
- Managed Print Services/Auto replenishment
- Easy to use Subscription services
- Supply Chain as a service
- CompuCom IT services

The complete solution for All of your cleaning & breakroom needs. Ready-to-Ship.

Cleaning and Facilities Products
From the breakroom to the boardroom, we've got a complete portfolio of solutions and services to help keep your space clean and kill germs … and help keep sick days to a minimum.

Plus, we're proud to offer one of the largest exclusive-brand cleaning assortments in the industry. Our full line of quality-tested Highmark® cleaning products are designed to exceed other national brands in price and overall features.

- Soaps & sanitizers
- Cleaners & chemicals
- Heavy-duty cleaning equipment & accessories
- Tissues, towels, paper goods & towel dispenser installation services
- Liners, trash bags & receptacles
- Batteries, hand carts, tools & other facility essentials
- Matting & floor care equipment
- First-aid kits, medical & safety items

Ready-to-Ship. Up to 1,500 cleaning & janitorial products.

Our Ready-to-Ship assortment was designed so you never have to worry about running low on products you need most. Shop cleaning & breakroom essentials from coffee to toilet paper to commercial cleaners and so much more.

Out-of-stock products are now a thing of the past. All products in our Ready-to-Ship assortment are stocked nationwide in our distribution centers. We have a 99.1% customer fill rate, and we are continually monitoring and improving our capabilities to make sure you have supplies when you need them.

See below link to our Ready to Ship catalog: https://view.publitas.com/office-depot-digital/ready-to-ship/

PPE
The recent COVID-19 outbreak has created a large-scale demand for Personal Protection Equipment (PPE), products designed to protect people from the spread of bacteria and viruses. A safety and security page on our business.officedepot.com website has existed for years, but the sales volume of those products was fairly low. Now our Global Sourcing Organization (GSO) in China is finding and vetting new suppliers of products like masks, face shields and gloves to make these products widely available for our customers.

The future of work has changed, and Office Depot is ramping up inventory levels and expanding our product offering to meet the needs of businesses that are getting ready or in the process of returning to the workplace. Employers need items to ensure the safety of their associates, so we are researching new products like air purification and electrostatic fogging devices to sanitize the workplace, as well as temperature scanners to help prevent the spread of COVID-19.

Businesses are evaluating their entire workplace beyond just bathrooms and breakrooms. In addition to promoting our assortment of cleaning supplies, we are sourcing products like hand sanitizing stations and disinfecting wipe dispensers to be used in spaces including lobbies, conference rooms and elevators.

Wayne Lajoie, VP, Strategic Solutions, describes the opportunity by saying, “We are creating a value proposition that is compelling and a real differentiator for us in the long term, and the future of work has great potential for us.”

Restroom Solutions

Understanding your unique needs and delivering customized cost-saving solutions is only the beginning. We’re constantly fine-tuning our extensive assortment, adding new and innovative products including industry-leading greener choices to help make every corner of your restroom as clean as can be. Because knowing your business is our business and providing you with nothing but the best is what we do best.

- Air care and Skin care solutions
- Surface products and equipment
- Towels and tissues
- Feminine hygiene

From streamlined trash can designs and durable liners to recycling solutions, we have a quality selection from the names you know and trust like simplehuman®, Glad®, Rubbermaid® and our exclusive Highmark® Brand. So count on us to help you throw it out — inside or out!

- Wastebaskets and Can liners
- Indoor and Outdoor waste receptacles
- Recycling and Highmark® solutions
- Specialty containers

Hardfloor Solutions

Your floors are a reflection of your business, and it takes the right products, equipment and know-how to keep them looking their best every day. That’s where Office Depot® comes in. From buffers and buckets to cleaners and chemicals, we’ve got just what you need to keep every inch of your floors safe and sparkling.

- Hardfloor equipment and Green floorcare
- Mops, brooms & sweepers
- Maintenance supplies
- Hardfloor chemicals and floor mats

Carpet Solutions

Replacing carpets can be pricey — we’ve got what you need to make sure they look fresh and clean for years. Shop our full line of lightweight vacuums and easy-to-use sprays to take care of unexpected spills and stains on the spot. Plus, you'll also find a great selection of heavy-duty, commercial-strength cleaners, vacuums and extractors to remove the dirt and grime left behind by everyday foot traffic.

- Carpet equipment, chemicals, and accessories
- Service & installation
- Green floorcare

Subscription Services
With Office Depot® Subscription Services, you can save time and help ensure that you never run out of the supplies your business needs most. Subscriptions Services are available for cleaning supplies, breakroom supplies, or office supplies. Please contact your Account Manager or visit https://business.officedepot.com for additional details.

Technology Overview

Office Depot enhanced e-commerce platform allows OMNIA/Florida International University to view an expanded assortment of technology products. This assortment may be leveraged from one of our third-party wholesale distribution partners or our own stocked inventory. This one-stop shop approach is seamless to our customers.

Full Suite of Technology Products
We have access to over 200,000 essential tech products to take care of all your business needs and make technology procurement easier than ever.

- Copiers, printers, multi-functional machines
- Other general office equipment, including scanners, shredders and calculators
- Desktops, laptops and tablets
- Software, servers and networking
- Power, storage and more
- Peripherals and accessories
- Display and projectors

Computers have become an absolute essential aspect of our everyday life. Whether it's a desktop computer, a lightweight laptop/notebook, or a touch-tablet, there is a device to fit all needs. Technology and its components are a universal language; all entities and organizations within all vertical segments depend on being communication, research, and collaboration.

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

Office Depot has strategic relationships with the top market leaders in the computer systems industry. Our Technology Solutions professionals are trained and expertly positioned to meet the needs and demands of OMNIA/Florida International University. Technology products can either be a stocked or non-stocked product. The majority of our technology products are non-stocked, which allows us to be able to offer more products at competitive prices while reducing our overall inventory risks.

Office Depot technology comes with a standard manufacturer's warranty, products often have predicted life spans well beyond original warranties and service periods. From simple devices to commercial grade items, we offer protection that works as hard as agencies do.

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

Copy and Print Solutions

Office Depot's Print Services and Solutions offer OMNIA/Florida International University a differentiated experience through our unique blend of Integrated Content Management and Print Supply Chain capabilities. Office Depot combines the best of our world-class e-commerce platform tools with the supply chain and distribution services our customers have come to expect. We use an omni-channel approach to project management that enables our customers to build a custom set of services to leverage online, onsite, in-store, and call center points of presence to meet specific needs. We feature both "just in time" and pre-planned procurement of integrated print and promotional products.

In addition, Office Depot's expertise and scale in digital print manufacturing, combined with extensive scale in purchasing print and promotional items, enables us to offer solutions that range from offset forms to on demand programs, to online content presentation. Our dedicated client services team further deepens the fit between OMNIA/Florida International University's content and document needs by assigning a group of dedicated professionals to both design your solutions set and operate each component to the specific needs of your staff.

Managed Print Services

At our core, Office Depot is a supplier and service provider for the office environment. The largest commodities we sell are paper and toner, giving us a unique level of expertise in the print solutions marketplace. Unlike other office supply companies, as well as direct supplies and equipment manufacturers, the Office Depot business strategy is focused on being a consultant and true business partner for the office procurement environment—and we designed our Managed Print Services (MPS) program with this goal in mind.

According to a whitepaper from Photizo Group, "A CXO's Guide to Managed Print Services," one of the seven best practices for starting an MPS program is "separate MPS vendor services from hardware." Office Depot is not a hardware manufacturer offering a program around our specific line of equipment. Instead, as one of the few vendor-neutral MPS providers, Office Depot is able to focus on and deliver a more effective print management program by leveraging our expertise in managing print supplies and service spend. We partner with best-in-class OEMs to offer you the hardware solution that best fits your need, not the hardware we manufacture.

Office Depot Managed Print Services is a division of our Copy Print Depot (CPD) offering, your complete, comprehensive print solution delivering complete visibility and control over print activity at all levels of an organization. OMNIA/Florida International University will have access to a comprehensive, differentiated print program unlike any other in the marketplace.

Office Depot is a $3 billion value-added reseller for technology devices and consumables. Our 25 years in the printing industry and expertise in the MPS marketplace is shown by the 16,000 active print output devices we manage across thousands of locations nationwide, more than 50 million units of ink and toner sold annually, over 5,000 printers sold daily, and more than 1 million transactions per week in printing related products.

Furniture

As part of its full complement of business service programs, Office Depot features a full-service furniture division specializing in the supply, service, and management of contract business interior products and programs. The Furniture Division works in tandem with the Office Supply, Technology, Design/Print/Ship, and Retail divisions to offer our clients comprehensive well-managed solutions for supporting their businesses. Office Depot supports our clients' headquarters, regional, local, home office, and individual needs wherever they may be. We provide services and products for all business types, including office, Hospitality, Learning, Government, and most all others, offering specific product and service packages for businesses of all sizes.

Our comprehensive product offering, including furniture and art, can be blended and tailored to meet all functional and/or financial requirements. Seasoned, knowledgeable management and support staff provide a complete offering of services including: Interior Design, Project Management and Coordination, Moving, and all other services you would expect from a full-service Business Furniture and Services Dealer.

Office Depot leverages over $300 Million in annual sales with 20 strategic partners and specialized product vendors to provide best pricing and practices to supply standard and custom furniture solutions. With 25 National Distribution Centers, Office Depot can provide instant solutions for immediate needs. Products are available via our globally recognized website or through a standardized special order service, offering an infinite number of product solutions. Our products and services are backed by the strength of a Fortune 200 Company.

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

Office Depot proposes to provide products and services offered to all 50 U.S. states and the territory of Puerto Rico.

Office Depot has a single, nationwide, IT platform handling all U.S. customer-facing information and covering all ordering channels. This ensures all Florida International University Participating Agency locations are provided the same products, contract pricing, and the order history information. Other countries will have product differences based on local custom and specifications.

Office Depot operates a Business-to-Business Delivery Network that allows us to maintain a local, regional, and national presence. Our delivery network consists of our own trucks, UPS, and contracted and dedicated third-party carriers to ensure complete nationwide delivery coverage.

Office Depot fills and delivers over 100,000 deliveries a day with an on-time delivery rate of 99% based on reconciled manifests. That accuracy is possible because we have a fully integrated warehousing system and operate our own coast-to-coast distribution and delivery network.

Office Depot has the latest order cutoff times in our industry. Orders placed on a business day for in-stock items will be delivered on the promised next delivery schedule for the ship-to location (usually next business day) and the times vary depending on the ordering channel used:

- Online website ordering, 5:00 PM local time
- EDI ordering, 6:00 PM local time
- Toll-free telephone ordering 5:00 PM local time
- Fax and email orders, 3:00 PM Eastern Time
- Mail orders, 3:00 PM Eastern Time
- Your authorized buyers can purchase items in an Office Depot or OfficeMax retail store at contract prices any time the store is open

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

Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Office Depot uses our own vehicles and dedicated third-party carriers for most of our outsourced deliveries. Several of these carriers have worked with us for 10 years or more. Our primary dedicated third-party carriers are:

- Exel Logistics / DHL
- Cardinal Logistics
- Dynamex Inc.
- Hazen Transport
- Courier Express
- First Choice
- Elite
- Alpha Logistics
- Eagle One
- Capital
- DPX
- Lasership

All dedicated carriers are required to:

- Wear co-branded uniforms

• Use co-branded trucks

• Use Office Depot's GPS Tracking on all deliveries.

GPS Tracking Includes:

• Wireless 2-way communication

• Package scanning (to truck and to customer)

• Real-time "proof-of-delivery" tracking (signature and time stamp)

• Real-time GPS tracking and monitoring

• Real-time updated forecast of probable delivery window

• Maintain a 99.5 on-time delivery percentage

• Run routes as scheduled by Office Depot via RoadNet

Office Depot tracks and monitors all third-party dedicated routes on a real-time basis in a centralized dispatch office. We track and monitor routes in order to proactively address any delivery issues.

Office Depot also contracts with several regional carriers for less dense routes where it is more cost effective to load share with other packages. These carriers are not co- branded on their trucks or their uniforms but are still responsible to provide Office Depot's world-class service.

These providers include:

• Kruse

• Priority

• Dunham

• Valley Courier

Office Depot uses UPS for small orders on less dense routes. Often, although not always, the UPS tracking number shows on the Office Depot order tracking screen and you can locate your shipment if it is in the UPS system, just like you can locate shipments that show in Office Depot's GPS tracking system.

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

Office Depot owns and operates a nationwide network of 25 distribution centers (warehouses) for customer delivery. Our distribution centers, ranging in size from 20,000 to over 600,000 square feet, all use a state-of-the-art Warehousing System. We offer next business day delivery in most delivery areas and a goal of high fill rates. Our distribution centers are located in the following cities across the United States.

Anchorage DS #557 201 E 6TH Avenue Anchorage, AK 99501	**Fairbanks DS #6466** 24 College Road Fairbanks, AK 99701
Seattle (Kent) DC #1078 6805 South 217th Street Kent, WA 98032	**Juneau DS #6858** 8745 Glacier Highway #103 Juneau, AK 99801
Dallas (Grand Prairie) DC #1079 2220 North Highway 360 Grand Prairie, TX 75050	**Chicago (Itasca) DC #6869** 800 W. Bryn Mawr Avenue Itasca, IL 60143
Denver DC #1080 4600 Havana Street Denver, CO 80239	**Bristol DC #6871** 3001 Frost Road Bristol, PA 19007
Minneapolis (Plymouth) DC #1090 1105 Xenium Lane #100 Plymouth, MN 55441	**Kansas City (Edwardsville) DC #6874** 2401 Midpoint Drive Edwardsville, KS 66111
Houston DC #1127 6225 West by Northwest Boulevard Houston, TX 77040	**Orlando DC #6876** 1801 Cypress Lake Drive Orlando, FL 32837
Fremont DC #1135 6700 Automall Parkway Fremont, CA 94538	**Columbus DC #6877** 1331 Boltonfield Street Columbus, OH 43228
Ft. Lauderdale (Weston) DC #1165 2925 West Corporate Lake Boulevard Weston, FL 33331	
Cincinnati DC #1170	**Waipahu DC #96797**

4700 Mulhauser Road Hamilton, OH 45011	94-1489 Moaniani Street Waipahu, HI 96797
Atlanta (Buford) DC #1214 2500 Mill Center Parkway Buford, GA 30518	**Hilo DC #6888** 280 Maka'ala Street Hilo, HI 96720
Phoenix DC #5101 602 South 63rd Avenue Phoenix, AZ 85043	**Lihue DC #6889** 3145 Oiahana Street Lihue, HI 96766
Los Angeles (Signal Hill) DC #5125 3366 East Willow Street Signal Hill, CA 90755	**Kahului DC #6890** 80 South Hana Highway Kahului, HI 96732
Newville DC #5910 950 Centerville Road Newville, PA 17241	**Carolina DC #6891** 887 Km 3.0 Barrio San Anton Carolina, PR 00984

DC = Distribution Center
DS = Delivery Store

Corporate Headquarters:
6600 North Military Trail
Boca Raton, FL 33496

Office Depot operates more than 1,000 Office Depot and OfficeMax Retail Stores in the USA, which will provide Participating Agency end users products and services at the contracted prices upon presentation of a pre-registered Credit Card at the time of purchase. Retail stores average 20,000 square feet in size. Participating Agencies can find the closest retail location by using our online store locater: https://www.officedepot.com/storelocator/findStore or by calling 1.888.GO.DEPOT.

Omnia Participating Agency personnel can shop in our retail stores for emergency or after hours purchases and still receive contract pricing when using a registered procurement card.

3.3 Marketing and Sales

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

Upon award of the contract, Office Depot has a detailed ninety-day plan with our go-to-market strategy to implement the Master Agreement as a supplier and make Public Agencies aware of the contract award.

Office Depot has implemented tools for sales reps to access collateral and sales related materials. The system, called Seismic, will allow sales reps to easily locate and send, via e-mail, contract-related collateral as well as offers and sales materials.

Our proposed 90-day strategic nationwide plan is detailed in our response to *Appendix D question 3.3 B. viii.* Sales reps will be made aware of the contact award through corporate announcements, conference calls, email announcements, and regional sales meetings.

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Office Depot will involve executive regional and local leadership to endorse the award of the contract and communicate to the entire sales team the go-to-market strategy within the first 10 days of the contract. Executive leadership is kept fully informed of this opportunity and will be prepared with their go-to-market strategy.

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Office Depot will begin training and education of the sales force within the first 20 days by utilizing Microsoft Teams meetings, conference calls, regional meetings, Corporate communications, executive leadership announcements and our collateral management system, Seismic, which will make training materials accessible to all field reps at any time needed, thus furthering the reach of the training materials.

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

Upon award of the contract, Office Depot has a detailed ninety-day plan to market the contract to all participating Public Agencies, both existing agencies as well as customers who are not yet cooperative members. Office Depot has implemented new tools for Public Sector reps to access collateral and sales related materials.

The new system, called Seismic, will allow sales reps to easily locate and send out contract related collateral as well as offers and sales materials to both new and perspective customers. Please see our proposed 90 day plan in this section under *3.3.B.viii*.

i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

Office Depot will create a press release with quotes from OMNIA and Office Depot executives announcing the contract and highlighting benefits of the partnership. Office Depot will create and distribute a co-branded press release both internally and to trade publications – including, but not limited to, American City & County, Government Procurement.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Office Depot is committed to providing our sales teams with the tools they need to successfully communicate the values of this contract upon award. Our marketing team has developed a robust plan to ensure we deliver these elements.

To better serve sales representatives' ability to search, locate and send collateral to new and perspective customers, we have adopted a collateral management system. Seismic collateral management has expanded search capabilities and will allow materials to be sent via email directly from Salesforce – our CRM system.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Office Depot is committed to supporting OMNIA Partners at all national events, including the NIGP Annual Forum, NPI Conference, as well as regional events, including Chapter Meetings, Regional Summits, etc.

Office Depot has committed to our NIGP Sponsorship and has attended the NIGP Annual Forum in August 2021 and the Leadership Summit in September 2021. Additionally, we support the Florida International University recognition events through direct sponsorship and supplying give-way items for the faculty who attend the events.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Office Depot has already committed to participate in the NIGP Annual Forum and has selected our booth space, which will be staffed by Office Depot representatives, including support from Marketing and local area sales representatives.

As in the past, Office Depot will assist with promotion and marketing efforts for the Forum, including advertising in trade publications as well as direct support for the sponsor lounge and other projects as directed by OMNIA Partners. In the past we have provided technical assistance with the sponsor lounge, involving our vendors to supply monitors, etc.

Office Depot historically has procured a 20x20 booth at the NIGP Forum, served refreshments in the booth, and provided games and give away items for the show attendees. Our booth continues to be one of the most popular at the show.

Office Depot also attends Business Council events at the NIGP Forum, including panel discussions and planning meetings.

Office Depot has also historically participated in the following conferences to drive public sector awareness of solutions available including the use of cooperative agreements; ASBO, CASBO, AESA, Ed Spaces & ITSE. Each year participation is determined based on a variety of factors.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Arrangements are already in place for advertising in trade publications to support the contract throughout various terms of the agreement. Additional advertising will be purchased to support various marketing efforts in conjunction with OMNIA Partners. These publications include, for example, American City & County and Government Procurement.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Office Depot is committed to providing our sales teams with ongoing marketing and promotional materials to support the contract throughout its term. Throughout the term of the agreement, collateral pieces will be newly designed to support initiatives and updated to continue the support of existing programs. All collateral will be presented to OMNIA Partners for approval before distribution. Our new collateral management system, Seismic, will be key in allowing sales reps unhindered access to presentations and promotional materials, as well as an efficient way to send to customers directly from Salesforce, our standard CRM tool.

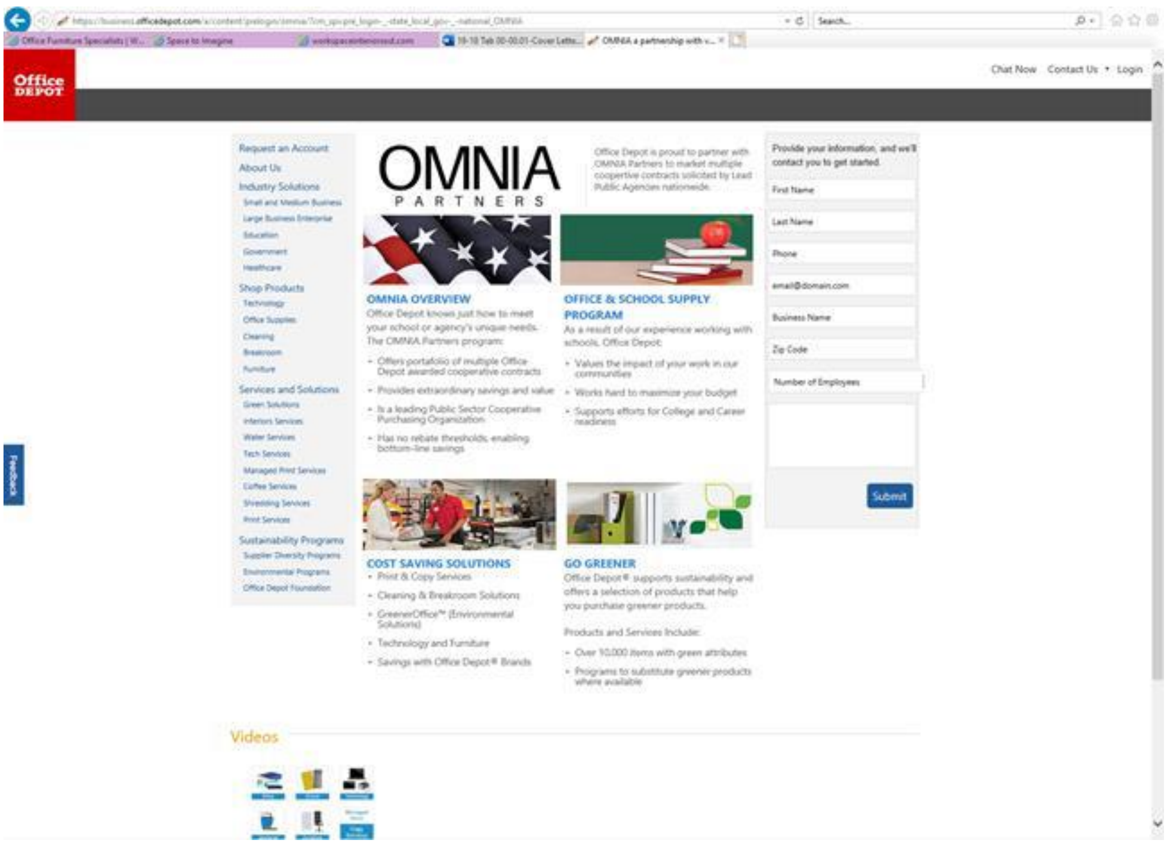
viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Invitation to Negotiate;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Office Depot currently maintains a dedicated OMNIA Partners web-based home page on our business.officedepot.com website.

Specific web address: https://business.officedepot.com/a/content/prelogin/omnia/?cm_sp=pre_login-_-state_local_gov-_-national_OMNIA. See below for screen shot of current site. Office Depots commits to keep content fresh and relevant.

We will use a logo that OMNIA Partners / Florida International University has pre-approved and it will include all of the items listed under viii. above, as requested. See the following screenshot for a sample.



Office Depot - OMNIA Partners Website

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

During contract implementation Office Depot will use this 90-day calendar to ensure the described events occur as required. We will be pleased to consider adjustments based on discussions with OMNIA Partners.

Office Depot 90-Day Plan		Week #											
		1	2	3	4	5	6	7	8	9	10	11	12
Implementation	Assigned To	WE 02/28/22	WE 03/06/22	WE 03/13/22	WE 03/27/22	WE 04/03/22	WE 04/10/22	WE 04/17/22	WE 04/24/22	WE 05/01/22	WE 05/08/22	WE 05/15/22	WE 05/22/22
Write and distribute co-branded press release to trade publications, if desired.	Office Depot & OMNIA Partners												
Update OD internal content including training documents, contract summary and customer facing materials.	Office Depot												
Update external resources including business.officedepot.com, OMNIA Partners website with appropriate documentation.	Office Depot & OMNIA Partners												
Training sessions (via TEAMS) to OD sales organization, sessions to include executive participation - content will focus on new award, how and when to communicate and how to create pursuit strategies for new and existing clients using the Region 4 ESC cooperative agreement.	Office Depot												
Reminder communication for reps to contact Public Sector customers they call upon and review contract award.	Office Depot												
Involve OMNIA/National IPA/Region 4 staff in follow up conference calls in key markets	Office Depot & OMNIA Partners												
Educate OD resources in Public Sector to join OMNIA or review benefits if not already members during sales calls	Office Depot												
to ensure customers understand the importance of moving to the new program	Office Depot												
Web ordering, Bulletin Board messages for all existing Region 4 announcing new award.	Office Depot												
Partner with OMNIA to introduce Office Depot sales team to key existing Region 4 cooperative agreement users.	Office Depot & OMNIA												
Co-branded marketing piece in publications such as GovPro and City & County	Office Depot & OMNIA												
Quarterly marketing from Manufacturers to support Region 4 ESC sales efforts	Office Depot & MFG Partners												
Other ongoing marketing activities to be considered: Digital Marketing opportunities, Thought Leadership articles to generate awareness of OD expertise in cleaning, breakroom and related products	Office Depot												
Attendance at NIGP Forum - Booth has been													

Office DEPOT OfficeMax

OMNIA PARTNERS

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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

Office Depot agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo(s) in marketing communication and promotions within the logo guidelines we will specify. We agree that our use of the OMNIA Partners logo will only be done with your permission.

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

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

Office Depot acknowledges and agrees to E. within the terms of our final agreement.

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

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

Office Depot understands. Immediate mobilization of Office Depot cross-functional departments responsible for the successful launch and support of the new program will include:

Sales Training

Office Depot's dedicated team of Cooperative Contract National Account Managers will be responsible for the implementation of the OMNIA/Florida International University Contract. This dedicated team of people will work closely with our local sales representatives as well as our inside sales representatives, ensuring that all teams are properly trained to service customers participating in the OMNIA Florida International University contracts. Training will include webinars highlighting the details of the program and positioning of the OMNIA office supplies offering.

Sales team training is a continuous process commencing with the contract implementation and continuing through the term of the contract including any renewals and extensions. All appropriate Sales Representatives are trained in special sessions or during the weekly regional sales meetings by the dedicated Cooperative National Sales Account Managers. All mutually agreed special promotions and programs will be introduced during these meetings and all local Account Managers will be provided the necessary Sales Sheets and other promotional material appropriate for their customer base.

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

i. Executive Support

Executive Support

Stephen Mohan

Executive Vice President; BSD
• 2 years w/ Office Depot
• BA – Bridgewater State University
• (561) 438-4800 I stephen.mohan@officedepot.com
Develop strategies and tactics to support BSD sales teams and create value for our Public Sector customers. Works cross-functionally to ensure all departments within Office Depot BSD are aligned and supporting the partnership goals and objectives

Steve Blyth

Sr. Vice President, BSD
• 1 Year w/Office Depot
• 22 years with Cintas Corporation
• (630) 418-0217 | Steven.blyth@officedepot.com

Steve was named Senior Vice President of the Business Service Division in February 2020. He is responsible for Office Depot's growth strategy in North America for the mid-market and strategic customer segment which includes acquisition and retention. Before taking on this current role, Steve served in various Senior leadership roles over a 22-year career with Cintas.

ii. Marketing

Marketing

Sharon Bobowski

Senior Manager - Marketing
• 8+ Years w/ Office Depot
• MBA – Lynn University (Marketing & Finance)
• (561) 438-4421 | sharon.bobowski@officedepot.com

Manages team of public sector marketing analysts. Leveraging expertise in strategic planning, process improvement, analytics and metric reporting to drive performance and add value and insights for our OMNIA partner contract relationships

Charles Kasprzak

Senior Marketing Analyst
• 14+ Years w/ Office Depot
• BBA – Florida Atlantic University
• (561) 438-2906 | charles.kasprzak@officedepot.com

Support Marketing strategies and annual operating plans by working with GPO/Co-Op partners and field sales leaders. Works closely with the Creative team to build marketing materials and supporting collateral. Engages with merchants and vendors to develop collateral for adjacency sales. Supports Marketing efforts for "Federation" members – recent office supply company acquisitions by Office Depot.

Carla Fulmore

Senior Marketing Analyst
• 12+ Years w/ Office Depot
• MBA – Florida International University
• (561) 438-4904 - carla.fulmore@officedepot.com
Responsible for developing and implementing the K-12 marketing strategy. Manages K-12 Association sponsorships and partnerships. Coordinates local campaigns, community initiatives, and season BTS events.

iii. Sales

Program Sales Team

Brian Abromovage

VP, Business Development & Public Sector, Buying Groups
• 11+ Years w/ Office Depot
• Kings College – Marketing
• (570) 613-0461 | brian.abromovage@officedepot.com

Responsible for development of strategic customers, Healthcare GPO's, Private Buying Groups, Federal Government/Military Stores, and International Business

Valya Broyer

Director – Strategic Partnerships
• 30+ Years w/ Office Depot
• (303) 704-8107 | valya.broyer@officedepot.com

Cultivates and manages the OMNIA partnership to increase organizational engagement and grow the cooperative portfolio public & private. Manages team of K-12 experts to grow in segment.

Billy Grimmett

Program Manager, Public Sector Education, and Government
• 21+ Years w/ Office Depot
• BS – East Carolina University
• (704) 236-4409 | billy.grimmett@officedepot.com

Responsible for growing public sector through cooperative contracts/additional focus and support specific to K12 growth within OMNIA Partners with a focus on the City of Tamarac and Region 4 contracts.

iv. Sales Support

Sales Support

Les Levy

Service Consultant- Public Sector & International
• 25+ Years – Office Supply Industry Experience (5 years with Office Depot)
• (646) 573-1004 | les.levy@officedepot.com

Responsible for supporting the OMNIA partner contracts and clients in the Public Sector.

Diane Turley

Global Service Consultant
• 14+ Years w/ Office Depot
• BA – University of Texas (Arlington)
• (817) 475-2079 | diane.turley@officedepot.com
Responsible for supporting the OMNIA Partner contracts and clients.

v. Financial Reporting

Financial Reporting

Richard Calhoun

Sr. Manager, Customer Rebates
• 8 Years w/ Office Depot
• BS in Accounting, Northeastern University
• (561) 395-4001 | richard.calhoun@officedepot.com

Rich manages the Customer Rebate Team for the Business Solutions Division. He works closely with the Sales Team to develop pricing and rebate structures best suited to the customer's served under the Region 4 Program and with his team, Sales, Accounting and Finance to assure that all rebate calculations and reporting are accurate and payments are made on a timely basis.

vi. Accounts Payable

Accounts Payable Team
• Hours of Operation: 8 am – 5 pm Eastern
• Location: Office Depot Corporate Headquarters
• (844) 259-9131

Two groups in Accounts Payable provide support to our Vendors. The AP Rep group provides support for Expense Vendors. The AP Tech group provides support for Merchandise Vendors.

vii. Contracts

Contracts & Contract Compliance

Valya Broyer
Director – Buying Groups
• 30+ years w/ Office Depot
• (303) 704-8107 I valya.broyer@officedepot.com
Team manages private sector buying groups and public sector cooperatives ultimately responsible for management of contracts.

Jean P. Davis
Sr. Consultant Sales Contract BSD, Pricing Compliance
• 20+ Years w/ Office Depot
• Chesapeake College – Paralegal Studies
• (443) 889-7670 I jean.davis@officedepot.com

Manage and maintain contract & pricing compliance. Works directly with the selling organization to provide structure and compliance for the various levers within the contract. Serves as a liaison between the legal department, sales, and the client.

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

Office Depot recognizes that an important aspect of a successful relationship is ensuring consistent fanatical customer service. That is why we have divided our Business Services Division (BSD) team into two regions across the U.S., with our Boca Raton, Florida based corporate headquarters as the operations site for BSD Program Support Services and the national Help Desk. Our team consists of over 50 field-based Strategic Business Development Managers (BDMs) that target new customers and Strategic Account Managers (SAMs) that work with strategic existing customers to ensure customer satisfaction and grow the partnerships where mutually beneficial.

Field Account Management Team
We have over 1,200 Sales Representatives to help design and deliver a facilities program to meet business requirements. In addition, we have more than 1,300 Customer Care Representatives, 55+ sales offices and 25 distribution warehouses/delivery stores nationwide to support our national account program.

Onsite Field Support and Education
We will provide each participating agency with ongoing, cost-effective analysis of the products purchased and recommendations of the best assortment based on your buying trends. In addition, your end-users will receive our BSD Internet User's Guide, a professional training guide with step-by-step instructions that supports both our direct ordering customers and punchout systems.

Your account team will help Participating Agency locations improve efficiencies and lower costs through customer education shows, product knowledge events, and other educational seminars for BSD customers. Also, we offer Business Reviews to ensure the right products are being ordered for the Member's organization, that costs are minimized, recycled or MWDVE spend rates are on target, and value-added services are being provided.

State-of-the-Art Technology
We offer demand management to help Participating Agencies purchase best value products by electronically routing purchases of items that are a better value. We also offer a solution-oriented eProcurement platform, using third party software systems such as Ariba, Commerce One, and Oracle that profile and maintain ordering channels of your account. Other customer offerings include customized billing, EDI mapping, and other electronic solutions.

The executive in charge of this contract:

Brian Abromovage

Vice President, Business Development & Public Sector, Buying Groups

• 11+ Years w/ Office Depot
• Kings College - Marketing
• (570) 613-0461 | brian.abromovage@officedepot.com

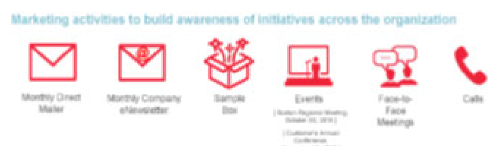
Responsible for development of strategic customers, Healthcare GPOs, Private Buying Groups, Federal Government/Military Stores, and International Business.

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

Office Depot has a loyal, long-standing cooperative public agency base of more than 20,000 public and non-profit agencies. The cooperative customer platform has historically been one of our best performing customer segments from an overall growth perspective. Office Depot will launch the OMNIA/Florida International University program and position itself as a leader in this space by leveraging the following strengths:
• A powerful brand name and loyal Office Depot customers
• Extensive K-12 knowledge and large customer base
• Efficient marketing and sales capabilities and execution
• Long term customer relationships
• Breadth of vendors/brands and vast selection of supplies and equipment
• Collaborative Marketing with industry leaders
• Showcase quality private brand program and environmentally preferable options

We will use the following marketing vehicles to communicate the benefits of the Florida International University contract, the value Office Depot provides and our commitment to public sector:

• Email
• Web
• Social Media
• Direct Mail
• Co-branded on-line catalogs



• DemoFlick video – An infographic style video

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

Leveraging our relationships with more than 20,000 public sector entities, Office Depot will utilize our existing customer case studies and best practices, as well as demonstrate credibility through our associations with industry leaders and publications. We will also employ public relations efforts via interviews, news conferences and engagement with key media contacts and editorial reporters.

Office Depot takes a team approach to implementing and supporting a contract of this size and significance. Several groups within the Office Depot organization will be aligned to insure the seamless execution and ongoing management of our OMNIA/Florida International University/Office Depot contract. This multi-disciplinary approach will include the following:

- Merchandising Team – goes to market focused specifically on the public sector
- Pricing Group – ensures that items reflect contract pricing at all times
- Contract Compliance Team – ensures that all bidding and pricing practices are in compliance and uphold the OMNIA/Florida International University/Office Depot partnership agreement
- Legal Team – provides guidance on contract execution and supports ongoing regulatory needs
- Marketing Team – dedicated to providing timely communication, awareness and lead generation campaigns and supporting sales tools applicable to our public sector customers
- Green Staff – committed to supporting public agencies with the tools and knowledge necessary to meet their green objectives
- Ecommerce Team – continually offers innovative solutions to answer the ever-changing demands of today's procurement professionals
- Training Organization – provides new and existing sales professionals with ongoing training solutions focused on public agency solutions
- Finance and Billing Departments – provide efficient reporting and billing solutions to meet the evolving needs of our OMNIA/Florida International University Participating Agencies
- Customer Service Organization – understands the nuances of large contracts and works to provide participating agencies with top notch customer care
- Delivery Network – provides dependable next-day delivery supported by industry-leading order tracking solutions
- Sales Organization – committed to delivering solutions that are relevant and timely for public agencies and always putting the customer's needs first

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

As Office Depot does not publicly report account specific data, it is our approach to maintain continuity is this reporting practice and elect to not provide that information in this response. As Office Depot and OMNIA Partners have developed a significant partnership, we will continue to provide agency reporting as required and outlined in *Appendix D, Exhibit E*.

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

Office Depot employs a seamless, nationwide operating system and superior operational technologies, resulting in total quality and consistency for Participating Agencies at every step in the process – order entry, on-time delivery, order accuracy, uniform prices/billing, and reporting integrity.

Having one single operational platform/blueprint throughout the country, affords Participating Agencies the following benefits:

• *Consistent Operations/Service*: Because every location in the Office Depot system uses the same WMS program, all of the warehouse and delivery operations are performed the same way across the country.

• *Consistent Pricing*: Because every Office Depot facility uses the same WMS program and AOPS order entry system, OMNIA Florida International University pricing remains consistent nationwide. Participating Agencies will share a single Custom Price List and pricing structure for all domestic locations.

• *Consistent Reporting/Integrity*: Because every Office Depot facility uses the same AOPS order entry system, report consolidation is simple and accurate. Super Users can view all order/pricing activity online throughout the country.

• *Consistent Products*: Each of Office Depot's 25 distribution centers stock similar mixes of 15,000+ products contained in our full-line, in-stock catalog. The end-user product view on the contract website will be consistent throughout the country.

Billing Accuracy
Our goal is to maintain a 100% billing accuracy rate. Anything below this is unacceptable! Our system enhancements prevent the occurrence of billing errors common in the industry.

Office Depot holds a key advantage over its competitors on the management and billing of National Accounts. As we are one of the few companies to operate on a single platform with centralized control, we do not experience billing issues that were common with national agreement in years past.

At the start of the agreement the contract is loaded into our AOPS system and audited for accuracy. Florida International University Participating Agency locations are loaded into the systems and tied to the contract. Once this is done the system is locked down. Any changes to the system must go through the national accounts department and be approved by the Participating Agency.

Office Depot monitors the Daily Outstanding Balances (DOB) of each individual customer. Lengthy payment trends are analyzed to determine the measures needed to bring our customer's account back to the agreed upon payment cycle.

Our measurement of the accuracy is manual and can take place several ways. Depending on the pricing methodology we may agree to an audit of our customer bills by the Participating Agency or a designated third party.

Electronic Billing
Office Depot is pleased to offer our Account Billing customers Electronic Billing, a billing solution that offers many immediate benefits to processing invoices for Office Depot purchases. Our goal is to provide you, our valued customer, with the billing method that will make managing your payables more efficient. Electronic Billing is one of the most flexible billing methods available. It can be in one of two categories (or both, if you like):

Category 1 – Accounts Payable User Summary

There are two possible formats for this spreadsheet or summary bill document.
• The spreadsheet option allows you to quickly analyze your billing for the prior period – tell us what you need to see on a spreadsheet from your billing document and we'll send it to you as an easy to read and format ready spreadsheet attachment. We can provide this with either line item detail, or just a summary of the invoice (i.e., purchase order number, invoice date, invoice amount, and ship-to location).

• The printable summary bill copy is an unalterable PDF formatted electronic document that summarizes your purchases at an invoice level for the prior billing period. This means you can electronically store your Office Depot billing for audit purposes, as well as being able to print or route through your organization for approval. It looks just like our paper billing documents.

Category 2 – Accounts Payable System Upload
When your office receives invoices from vendors such as Office Depot, what information do you have to key into your Accounts Payable (AP) system? Do you ever wish you had time to enter more information for future analytical purposes? Well, let us do the work for you. Just tell us what information you would like to have in your AP system, and we will work with your IT team to define how you need to receive this information that will automatically upload into your system. This means that you will not have to do data entry whatsoever, and, because the data is flowing straight from our Billing system to your AP system, there will be absolutely no data entry errors.

Benefits of E-Billing
• Eliminates USPS mailing delays and/or lost invoices
• We can email the invoices to many email addresses
• 100% data entry accuracy using our AP upload
• Time and cost savings – what can you do with the time you used to spend managing Office Depot invoices?
• Easy spreadsheet format for analysis purposes that can be easily forwarded to other organizations who need information!
• Another option – access invoice information on line if you want to see more details of a particular invoice
• Customized to your business needs
• Do you file billing documents? It's significantly cheaper to save electronic documents, and makes retrieval a snap

Online Bill Management
An enhanced, online self-service system that puts all your billing information and time-saving account management tools right at your fingertips. Our advanced search capability allows you to sort your invoices in a variety of ways.

• Quickly access your Account Summary and Detailed Billing Information to determine what is paid and what is outstanding
• Search for Invoices by date, Due Date, Purchase Order or Invoice Number, Ship-To location or transaction type
• Drill down into Invoice Activities, including Payments, Credits and Adjustments
• View, Print or Export your invoices, using a variety of formats, such as Excel, PDF, or CSV
• Pay your invoices online using e-check
• Pay one or multiple invoices at a time in one simple transaction

All transactions are posted to the account, and are available online live, as they occur. Customers have a real-time, live online account view and bill management view at all times. Postings to views are generally automated when the transaction is an automated transaction, which reduces errors and permits real-time operation.

Our Billing department can help you with all billing issues. You will be given a contact name and phone number of the Sales associate who will be managing your account.

Our standard billing payment terms are Net 20 days from invoice date.

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

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

Our ordering system AOPS gives us the flexibility to customize the ordering fields to correspond with a customer's terminology when placing orders and allows for immediate credit card authorization upon order placement.

This flags problem orders due to:
• Inaccurate credit card numbers
• Invalid expiration dates
• Restricted dollar limits

eCheck payments are accepted by Office Depot over the phone. Florida International University Participating Agencies can call the Office Depot customer service line, their AR contact, or self-service via our on-line Bill Management system. You will need to have your ACH routing number and checking account number as well as a list of invoices to be paid. Before making your first eCheck payment, Participating Agencies should contact your bank to list Office Depot as approved to electronically debit their checking account. This method of payment will apply to the invoices immediately and is the fastest, cheapest and most reliable method of payment for Office Depot.

ACH payments are accepted by Office Depot if Participating Agencies' banks transmits those payments in industry standard format CTX-820. This is the only format that reliably allows our bank to receive the remittance information for the payment and to transmit it to Office Depot so that the payment will apply without manual intervention. If the Participating Agency is not familiar with CTX-820, your AP department or bank will be. This method typically shows on your account within 1-2 business days and is applied to the invoice the same day that the payment is received if the Participating Agency sends full invoice numbers and dollar amounts as remittance with the payments.

If a Florida International University Participating Agency cannot/prefers not to pay through either of the two electronic methods, then paper check is an acceptable method of payment that works well for Office Depot. The Participating Agency can send a check to the lockbox address referenced on their invoice, along with a list of invoices and dollar amounts to be paid by the check. The checks are typically received through the mail in 5-10 business days and are applied to your account the same day that the check is received at our bank when the proper remittance is included with the payment. To reiterate, to apply your payments timely and accurately, we simply need the invoice number(s) and amount you are paying for each invoice.

ACH/EFT Payments and Formats

Office Depot is capable of handling payments via many media types, including Electronic Funds Transfer (EFT). Office Depot has accepted EFT by means of the 820 document. Transfer time generally takes up to 2 days. We accept CTX and email formats, which includes the payment advice and remittance. Office Depot has ACH/EFT capabilities in many countries we service. When we are awarded the global contract, we will work with each country during the implementation phase to setup ACH/EFT where it is available.

Transactions may be paid via EFT, P-Card Point-of-Sale Purchasing, credit card, or check via electronic and/or mailed invoice (Summary or Standard).

Electronic Data Interchange (EDI)

EDI technology has been used since 1989 by Office Depot customers to speed purchasing, invoicing and banking. Typically, EDI systems employed by our customers are often linked directly to corporate accounting systems. EDI users have the option to create their order in an interactive mode using the search and browse capabilities of the Office Depot Internet catalog. After Participating Agencies create the order, it is routed back to their EDI system. There it is converted to the universally accessible ANSI x .12 format before being sent through the standard EDI processing.

E-Procurement Integration

Office Depot processes well over 100,000 orders per week via third-party e-procurement platforms. We can integrate through EDI or XML for a dynamic punchout experience. We are one of the largest suppliers on the Ariba network and the Perfect Commerce platform. We have agreements with all of the major players in the third-party e-procurement market, including Ariba, PeopleSoft, Jaggaer, Oracle, Data Stream, SAP, and more.

Ghost Cards

Office Depot can accept payments by using a corporate credit card. We have the capability to handle ghosted cards and use this process with multiple accounts. The advantage is that the ghost card allows us to accept transactions and payment for them without the end-user's knowledge of the P-card number. This provides a level of security for the customer. Also, the information from the ghosted card will be securely loaded into our order entry system and is transparent to end-users. We provide Level III reporting to the credit card company. Our customers can use Visa, MasterCard, American Express and Discover cards for payment.

Media types available for Consolidated Billing
• Paper
• ePDF
• CSV
• eTXT
• eXLS
• Electronic invoices can be transmitted via email or MFT (Managed File Transfer))

Media Types Available for Invoice Billing:
• Paper
• EDI
• ePDF
• eXLS
• Electronic invoices can be transmitted via email or MFT (Managed File Transfer))

Online Ordering Website

Office Depot offers a fully integrated, real-time, business-to-business website. The site is owned, managed, and maintained by Office Depot. As an E-Commerce pioneer, Office Depot has connected more than 325,500 mid-to-large corporations with over 1,388,000 users. Over 84% of our contract business comes via the internet.

Today's competitive business climate requires efficient, lean operations by doing more with less. The ever-evolving architecture of the site is designed to provide a one-stop reference/research tool, increase productivity, reduce expenses, and lower the overall cost of managing the office products commodities. With the constant updates/enhancements to the site, Office Depot continually offers added value and convenience with our world class E-Commerce solutions.

Our contract customer website offers the following advantages:

Excellent Management Tools:
- **Dashboard** – Spend analyses tool at your fingertips. Compare month to month spend, User buying behavior, spend by ship-to, or accounting fields such as cost center or department. Data updated monthly to provide rapid response and easy download.
- **Bulletin Board** – to communicate program information and post your logo
- **Billing Information** – reprints of invoices or packing slips
- **Order Tracking** – 12 months of Order History, Order delivery tracking
- **Set Spending Limits** – create hierarchy restrictions, approvals, workflow process levels
- **Email Approval Release** – online email approval release (HTML)
- **Price Verification** – see your contract prices on all items
- **Administrator User** – approved management 'super users' have the ability to create and manage user profiles, ship-tos, restrictions, approvals, etc.
- **Group Login Identities** – optional single login for cost centers, locations, departments, etc.

- **Core/Contract item identification -** Best Value Best Value or Contract Items Contract Items icons, Items identified with these icons may be resorted to the top of the search results to help direct users toward your preferred items
- **Four Accounting Fields** – for customization and identification of cost centers and billing/orders information

Easy to Use:

- **Shopping Lists** – create Corporate-wide and Personal shopping lists
- **Real Time Inventory** – make informed choices based on real product shipping location inventory
- **Online Backorder** – backorder information, providing alternative options
- **Online Returns** – simplest and fastest method available for item pickup and credit
- **Subscriptions –** Receive products on a recurring basis, frequency cycle options from weekly to every 6 months. —a convenient and personalized way to buy what you want and need. Subscriptions may be quickly and easily cancelled
- **Order Reminders** – schedule reoccurring or one-time reminders
- **Future Orders –** flexible delivery dates, or build your shopping cart for later orders
- **Advanced Search** – narrow your results by product, category, description, use, price, size, etc.
- **Toner/Ink Find** – fast method to search by manufacturer, make, and model for those supplies that fit your machine.
- **Compare Items** – side-by-side comparisons, describing function, and capabilities
- **Order Notification** – detailed user and order information on your approved orders includes order delivery status
- **Live Online Chat** – instant message our customer service for any questions you may have on a product recommendation, order status, or online web functionality

Many Categories – Huge Selection:

- **Print on Demand** – download your customized jobs directly on the same site and have them delivered with your supplies
- **Technology Products** – we offer over 300,000 products from more than 500 manufacturers
- **Furniture** – we stock over 1,000 furniture items in our warehouses
- **Janitorial and Breakroom** – hundreds of the most common items you need
- **Promotional Items** – put your logo/brand or special event information on just about anything
- **Brand Identity** – download and create your own stationery, or pull from your private warehoused items we have already created

Approval Routing

By selecting the “email confirmation” option during your internet account set-up, Participating Agencies can choose to have orders that exceed the users’ personal spending permissions forwarded to their predetermined manager, supervisor, or purchasing agent via email. Each decision maker will then have the ability to review, amend, delete, suspend, or release the order.

The B2B site allows for multi-tiered approval of orders, which includes the ability to route an order up to 11 total levels. This feature allows Super Users to create workflows for each user for the tiered approval of orders according to pre-assigned dollar limits.

Approvers have the option to “Express Approve” (release) orders directly from the email notification page. Approvers may also assign “Proxy” users to release orders in their absence.

Restrictions
The Office Depot electronic ordering platform can be programmed to set dollar limits and product limitations by:
• Account (child and parent)
• Ship-to location
• Purchase order numbers
• Cost Center/Dept.
• Individual User (dollar limits only)
• Block Broad-based Department (i.e., business machines)
• Block Narrow Classes (i.e., laser printers, inkjet printers, printing calculators)
• Block Specific Items (i.e., HP LaserJet 8100 #747-474)
• Set Item limitation (i.e., item not to exceed $150)
• Set Line Item Limitation (i.e., line item not to exceed $500)
• Set Order Value Limitation (i.e., order not to exceed $1,000)

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

Alternatively, Participating Agencies can elect to allow users to create orders that contain restricted items or exceed their personal spending limits. Such orders will be forwarded to a designated Super-User/Manager with the authority to override all restrictions.

User Profiles
We will establish a unique User Profile for every user you authorize to utilize the B2B site. Their user profile will contain their contact, delivery and billing information as well as their ordering permissions. Super User Account Management Capabilities: This option allows pre-appointed Participating Agencies Super Users to control Account Management details such as:
• Activating or disabling passwords for internal users
• Controlling/monitoring Blanket POs usage
• Adding and deleting Ship-To’s
• Managing Cost Centers/Departments
• Updating User profiles
• Editing or removing users
• Placing orders for otherwise restricted items (due to product type or dollar limit)
• Creating multi-tiered approval workflow templates for each user
• Formatting and running usage reports
• View online Proof of Deliveries (includes name, date, and time received)

Super User Authorized User Management: Key permissions are controllable on a user-by-user basis:
• Password
• Ability to Create Only or Place Orders
• Unit Price Dollar Limit

Office DEPOT
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PARTNERS

• Line Item Dollar Limit
• Order Total Dollar Limit
• Ability to Override Restrictions
• Management Notification/Approval Requirements (i.e., Single or multi-tiered approval process)
• Eligible and Default Ship-to's
• Eligible and Default Department Number
• Eligible and Default Purchase Oder (if necessary)
• Eligible and Default Release (if necessary)
• Payment Method (i.e., specific charge card number)
• History Viewing Capabilities
• Usage Report Viewing Capabilities

In addition to the above listed features and benefits of our online system, the following available features may benefit Participating Agencies.

Cart Feature: Online shopping tool to help end-users compare items, save money, and go green. Three different Smart Cart tools can be activated at any time as a cost-saving feature:

• *Select Value Cart* will remind end users of available core list items during the shopping process. Example: An end-user places a package of self-stick notes in their cart that is not part of the core list. If there is a comparable package of self-stick notes (e.g., standard yellow vs. the bright colored notes initially selected) on the core list, the cart will provide a pop-up alternative showing the item and the potential savings by changing the selected item to the core item.

• *Private Brand Cart*, like the Best Value Smart Cart, will make lower cost alternative suggestions during the shopping process; however, the key element recommends private brand, lower cost alternatives. Example: An end user places the national brand Post-It sticky notes in their cart. If there is a comparable item in a private brand with a lower cost, then the alternative will be suggested.

• *Green Cart* works in a similar fashion as the other Smart Carts but may suggest items that have a higher initial cost. Example: An end user selects a 12 pack of AA batteries. The smart cart may suggest a package of rechargeable AA batteries. The rechargeable batteries may have a higher initial cost; however, due to the ability to recharge and reuse the batteries, overall cost per use goes down over the life of the battery.

Florida International University Participating Agencies may select to have only one or any combination of all three Smart Carts loaded to their account based upon business needs. The Smart Cart tools allow end users to make better purchasing decisions to meet their business needs.

Online Dashboard:
This highly innovative self-service tool:
• Allows real-time access to important account information
• Displays year-to-date and monthly spend analysis by ship-to, cost center, and user
• Identifies opportunities to utilize additional Office Depot services that can result in cost savings
• Features real-time video overview of account activity and data export capability
• The dashboard shows your spending patterns with at-a-glance charts and graphs, helps identify your savings and office supply benchmarks,

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_______.00 in year one
$_______.00 in year two
$_______.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Office Depot has demonstrated over the years we have been partnering with Florida International University & OMNIA Partners that we will produce strong results within the framework of the economic structures under which our Public Sector customers operate. We do not believe it is within our ability to in any way control the funding of our customers' budgets and have determined to actually guarantee any level of sales is not a step we can take as faithful representatives of our shareholders. We will consider discussing this with OMNIA Partners if you believe it is necessary.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners). iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Office Depot is unable to comply with the above Paragraph M (2). Office Depot will respond to all Public Agency solicitations and requests respecting the commitments made in this offer and any subsequent contract based on this offer. Agencies requesting a specific program will receive an offer for that program and, if they request a second offer, we may propose this program should we receive an award. Most agencies do not accept multiple offers from a single vendor.

FLORIDA INTERNATIONAL UNIVERSITY
FEDERALLY FUNDED PROJECTS ADDENDUM

All contracts or purchase orders made or entered into by The Florida International University Board of Trustees or the Florida International University Foundation ("FIU"), which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, shall contain the following terms and conditions. Accordingly, FIU and Contractor hereby agree to incorporate this Federally Funded Projects Addendum into the agreement between FIU and Contractor.

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

A. Equal Employment Opportunity – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

B. Rights to Inventions Made Under a Contract or Agreement – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the University 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.

C. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If the Purchase Order amount exceeds $100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the Purchase Order amount is for $100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying 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. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

E. Debarment and Suspension (E.O.s 12549 and 12689) – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, $100,000), the Vendor shall provide the University with the required certification regarding its exclusion status and that of its principal employees.

F. Records Access – (Contracts in excess of $100,000). University, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

G. Energy Policy and Conservation – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

H. Procurement of Recovered Materials – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

I. Waste Disposal Act – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

FLORIDA INTERNATIONAL UNIVERSITY
FEDERALLY FUNDED PROJECTS ADDENDUM

J. **Section 889 Compliance Certification** – Vendor shall comply with § 889 of the McCain National Defense Authorization Act (prohibition against use of covered telecommunications equipment).

CONSTRUCTION AND/OR REPAIR:

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

K. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of $2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is 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 is otherwise entitled.

L. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of $2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.

M. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of $2000 for construction projects and purchase orders in excess of $2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence**.**

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY FIU IN WHOLE OR IN PART.

Company Name Office Depot, LLC

Signature Brian Abromovage

Title Vice President

Date 12/30/2021

Office Depot, LLC Clarifications/Exceptions to
FIU ITN-2022-00057
OFFICE SUPPLIES & PRODUCTS

Office Depot believes that the below present a very minor departure from the RFP and are not cause for Office Depot's bid response to be found non-responsive. If for any reason you find any of the below to be a material departure from the RFP, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

Standards Provisions

Page	Clarification
5	3.2 Payment Terms If a payment is not issued within forty (40) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to Successful Respondent, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statues §55.03(1), provided the interest penalty is in excess of one dollar ($1.00). Office Depot strikes "forty (40) days of receipt of a proper invoice" and replaces with "thirty (30) days of date of the invoice." Office Depot also strikes: "Successful Respondent shall cooperate with FIU and provide specific records and/or access to all of Successful Respondent's records related to the Contract for purposes of conducting an audit or investigation. FIU will provide Successful Respondent with reasonable notice of the need for such records or access." and responds: "Subject to confidentiality agreements between Office Depot and third parties, and no more than annually, Customer, at its expense, may audit Office Depot's books and records to determine whether Office Depot extended the correct pricing. Any third-party auditor used must be approved by Office Depot, and must execute a non-disclosure agreement. Office Depot may dispute the results of any audit, and will refund any overcharges to Customer (and Customer will refund any undercharges to Office Depot). Other conditions may apply."
6	3.4 Insurance. Clarifications and Exceptions are noted in document titled "Service Vendor (Individual Trade) Insurance Language".
7	3.4 Office Depot strikes: "Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention."
8	3.4 Office Depot strikes: "FIU, upon request, reserves the right to obtain a copy of the policies requested above." Office Depot will provide a Certificate of Insurance but will not provide policies as these are proprietary and confidential documents.
8	3.5 Workers' Compensation. Office Depot strikes: "Successful Respondent will agree that any release or settlement entered into by Respondent under a workers' compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents."
12	3.26 Export Control. Strike. Not applicable to this ITN. We are not exporting any product.
13	3.28 Warranty. Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.
16	3.34 Subcontractors. Respondent must certify in writing that all of its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers. Office Depot takes exceptions to this requirement for those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Respondent's subcontracts shall not be implemented or effective until and unless approved in writing by FIU.

	Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.
17	3.35 Termination for Cause. Office Depot strikes: “and Successful Respondent shall be liable to FIU for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.” and “Additionally, FIU may require Successful Respondent to transfer title and deliver immediately to FIU in the manner and to the extent directed by FIU, such partially completed work, including, where applicable, reports, working papers and other documentation, as Successful Respondent has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.”
18	3.36 Termination for Convenience. Office Depot requires mutual termination rights.
18	3.40 Information Technology. Office Depot reserves the right to have its InfoSec team work with FIU’s team to negotiate this provision.
24	3.53 Assignment/Modification of Contract. In Q2 2021 Office Depot publicly announced plans to separate into two independent, publicly traded companies. On May 1, 2022 Office Depot, LLC will assign this resulting Agreement to its affiliate ODP BSD. Office Depot strikes the first sentence and replaces with: “Neither party may assign this Agreement without the prior written consent of the other party, except that Office Depot (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement.”

Scope of Work

Page	Clarification
2	Master-Core List. Office Depot agrees to Master-Core List pricing being updated on a semi-annual basis, with the exception of paper and toner/ink products which will updated on a quarterly basis. In the event of any extraordinary changes in the market, including but not limited to tariffs and costs impacted by raw materials or supply and demand, Office Depot will have the right to adjust the pricing of the Products immediately upon providing written notice to the Customer to reflect such price increases.
3	1.2 Custom-Core List. Office Depot agrees to offer a Custom-Core List with a Minimum Annual Spend of $50,000 by the Participating Entity. The Custom-Core item cannot be on the Master-Core List unless supported by a Manufacturer’s price deviation.
3	1.3 Non-Core List. Items not on the Master-Core List, or the Custom-Core List, but which are identified in the primary printed Catalog of the Successful Respondent will be priced as described in this ITN under the Price Schedule for Non- Core Category Discount. Office Depot strikes “printed” before Catalog and inserts “, which may be either printed or virtual,” after Catalog.
3	GENERAL NOTES: **Any costs must be identified in your response as the University will not pay for any hidden costs. Office Depot responds: “Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a $5.95 small order fee.”
4	2. Rebates, Financial Incentives, Scholarship and Internship Programs, and Value-Added Services “Participant Spend or Total Spend” shall mean the individual Participant’s paid-for purchases under the Program, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the

	applicable period, rebates actually paid, employee purchase under any type of purchasing program, postage, shipping and mailing services, technology items, gift cards and warranties. Office Depot inserts "special order technology, non-code special order furniture," after "technology items," •Ability to purchase supplies at one of the Respondent's retail stores at contract pricing per this ITN. In Q2 2021 Office Depot publicly announced plans to separate into two independent, publicly traded companies. On May 1, 2022 Office Depot, LLC will assign the resulting Agreement to its affiliate ODP BSD. If Participants place the order(s) on www.odpbusiness.com, and elect to pick up the order at the Retail Location, then the price charged for the product(s) within such order shall be in accordance with the pricing terms and conditions set forth in the agreement. Purchases will be invoiced and submitted to Customer in accordance with the invoicing and payment terms set forth in the agreement. For purchases made within the Retail Location, Participant may receive a discount off the price of the product(s) as set forth in the applicable Retail Location. Purchases must be paid for at the time of purchase and will not be priced in accordance with the terms of the agreement.
5	3. Web Punch-Out Site, Marketing, Customer Service, Implementation Plan and Operational Plan e. Awarded Supplier must accept purchasing card ("P-card") orders at no additional costs, fees or handling charges and will provide level III or higher data reporting. Awarded Supplier must accept Participant's Single-Use Account Program (SUA) ***or Ghost Card*** as payment method as a part of the ITN response. Office Depot will continue to accept Ghost Card payment method from FIU, but will not offer it to any new participants. g.The Web Punch-Out Site must be reliable, easy to use, and run at current standard speeds, which must be updated as technology becomes more advanced. In the event an error in pricing is discovered in favor of the user, the Awarded Supplier shall provide a refund and/or credit memo to be issued within ten (~~5~~**10**) days after the discovery of the discrepancy. Credit memos will be issued within 10 days of discovery.
6	3.1 Contract Transition and Implementation Plan Upon contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent contractor necessary to transition the products and services of this contract. The incumbent contractor and subsequent contractor assume any and all expenses related to the contract transition. Office Depot takes exception to the second sentence. Assuming "any and all expenses related to the contract transition" is too broad a requirement.
6	3.2 Shipping, Delivery and Documentation a. Awarded Supplier will be responsible for the delivery of all products in first-class condition at the points of delivery throughout Participant's campuses, and in accordance with good commercial practice. All products will be extended "free shipping", with no handling or delivery charges. If "free shipping" is not available for any items, supplier will clarify and provide list of items which do not qualify for "free shipping". Any additional transportation fees will be waived. Stocked products ordered prior to 4 pm, will be delivered the next day. The Respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery. b. All deliveries will be made F.O.B destination, freight prepaid and included. Office Depot will implement a minimum order of $50.00 or a small order fee of $5.95 will be assessed. Next day delivery for stocked products will be offered for orders placed by 3 pm local time. See additional freight charge response on page 3 GENERAL NOTES above. c. Orders placed under the contract which are not delivered or complete within five (5) working days after the receipt of the order will be subject to immediate cancellation at the sole option of the University. Office Depot agrees to this statement for Master-Core List items. Office Depot strikes: Failure of the supplier to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the supplier liable for the difference between the open market and the contract price where emergency procurement is necessary.

	c.The packing slip will contain the order number, stock number, quantity ordered, unit of measure (UOM), description, unit price, and extended price. Backordered items will be clearly noted on ~~packing slip.~~ Office Depot responds: Backordered items will be clearly noted on the order acknowledgment. f. Just in time desktop deliveries at no additional cost to the Participant's locations are required, unless otherwise specified by FIU and / or Participating Agency. Office Depot will review requests for desktop delivery, where available, with Participating Entities.
8	3.4 Return Policy Office Depot's strength lies in our flexibility, and we are committed to providing you with a flexible program and procedure for returned or damaged goods. Returns are handled in a fashion that is unique to our industry. Credit pickups are keyed into our system like orders. A pick ticket will be printed in our distribution center and the return will be picked up within 5 business days. Credit/returns are tracked through our system, and reports are generated daily. Most products (see below for specifics) can be returned for credit within 30 days of the purchase date for any reason, if the product is in sellable condition and in the original manufacturer's container. Credits are made to the account originally invoiced within 2 to 5 business days. Technology products may be returned or exchanged within 14 days of purchase with Original Receipt, in original packaging and with UPC code intact. If product box is opened, we will offer an exchange only. A 15% Restocking Fee will be applied if the box is missing any components. This applies to all technology products including, without limitation: Computers, Monitors, Cameras, Camcorders, Projectors, GPS, Printers, Copiers, Faxes, Shredders, Telephones, Wireless Technology, MP3s, TVs, DVD Players, Media, Hard Drives, Peripherals, Accessories and Software. Opened software may be exchanged for the same item only. Please remove all personal data from returned/exchanged product. Office Depot is not responsible for any personal data left in or on a returned/exchanged product. Furniture in new condition, unassembled, in original packaging, with Original Receipt and with UPC code intact may be returned within 14 days of purchase. Special Order/Custom Items and Manufacturer Direct items cannot be returned or exchanged unless damaged upon receipt. Tech Depot Services are non-refundable once services have been performed. Pre-Paid Cards such as Gift Cards and Phone Cards are non-refundable, and cannot be returned or used to purchase other gift cards. Special terms and conditions are included with each card.
9	5. Respondent Qualifications, Experience, Financial Stability and References f. Exception to this requirement to identify staff. Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Service Vendor (Individual Trade) Insurance Language

Page	Clarification
1	VENDOR's policies shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto. Office Depot policies are primary and non-contributory to the extent that an indemnity is owed under the contract.
1	Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention. Office Depot strikes.
1	The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. Office Depot will endeavor to provide 30 days written notice to FIU in the event of cancellation.
1	FIU, upon request, reserves the right to obtain a copy of the policies requested above. Office Depot strikes. A Certificate of Insurance will be provided but policies are proprietary and confidential.

Office Depot, LLC Clarifications/Exceptions to
FIU ITN-2022-00057
OFFICE SUPPLIES & PRODUCTS

Office Depot believes that the below present a very minor departure from the RFP and are not cause for Office Depot's bid response to be found non-responsive. If for any reason you find any of the below to be a material departure from the RFP, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

Standards Provisions

Page	Clarification
5	3.2 Payment Terms If a payment is not issued within forty (40) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, FIU will pay to Successful Respondent, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Florida Statues §55.03(1), provided the interest penalty is in excess of one dollar ($1.00). Office Depot strikes "forty (40) days of receipt of a proper invoice" and replaces with "thirty (30) days of date of the invoice." Office Depot also strikes: "Successful Respondent shall cooperate with FIU and provide specific records and/or access to all of Successful Respondent's records related to the Contract for purposes of conducting an audit or investigation. FIU will provide Successful Respondent with reasonable notice of the need for such records or access." and responds: "Subject to confidentiality agreements between Office Depot and third parties, and no more than annually, Customer, at its expense, may audit Office Depot's books and records to determine whether Office Depot extended the correct pricing. Any third-party auditor used must be approved by Office Depot, and must execute a non-disclosure agreement. Office Depot may dispute the results of any audit, and will refund any overcharges to Customer (and Customer will refund any undercharges to Office Depot). Other conditions may apply."
6	3.4 Insurance. Clarifications and Exceptions are noted in document titled "Service Vendor (Individual Trade) Insurance Language".
7	3.4 Office Depot strikes: "Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention."
8	3.4 Office Depot strikes: "FIU, upon request, reserves the right to obtain a copy of the policies requested above." Office Depot will provide a Certificate of Insurance but will not provide policies as these are proprietary and confidential documents.
8	3.5 Workers' Compensation. Office Depot strikes: "Successful Respondent will agree that any release or settlement entered into by Respondent under a workers' compensation claim shall include, in its settlement and release the State of Florida, the Florida Board of Governors, the FIU Board of Trustees, FIU, and their officers, employees, and agents."
12	3.26 Export Control. Strike. Not applicable to this ITN. We are not exporting any product.
13	3.28 Warranty. Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.
16	3.34 Subcontractors. Respondent must certify in writing that all of its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors' corporate charter numbers. Office Depot takes exceptions to this requirement for those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Respondent's subcontracts shall not be implemented or effective until and unless approved in writing by FIU.

	Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.
17	3.35 Termination for Cause. Office Depot strikes: “and Successful Respondent shall be liable to FIU for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.” and “Additionally, FIU may require Successful Respondent to transfer title and deliver immediately to FIU in the manner and to the extent directed by FIU, such partially completed work, including, where applicable, reports, working papers and other documentation, as Successful Respondent has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated.”
18	3.36 Termination for Convenience. Office Depot requires mutual termination rights.
18	3.40 Information Technology. Office Depot reserves the right to have its InfoSec team work with FIU’s team to negotiate this provision.
24	3.53 Assignment/Modification of Contract. In Q2 2021 Office Depot publicly announced plans to separate into two independent, publicly traded companies. On May 1, 2022 Office Depot, LLC will assign this resulting Agreement to its affiliate ODP BSD. Office Depot strikes the first sentence and replaces with: “Neither party may assign this Agreement without the prior written consent of the other party, except that Office Depot (i) may assign this Agreement to any of its subsidiaries or affiliates at any time, or (ii) may assign this Agreement in connection with the transfer or sale of all or substantially all of its business related to this Agreement.”

Scope of Work

Page	Clarification
2	Master-Core List. Office Depot agrees to Master-Core List pricing being updated on a semi-annual basis, with the exception of paper and toner/ink products which will updated on a quarterly basis. In the event of any extraordinary changes in the market, including but not limited to tariffs and costs impacted by raw materials or supply and demand, Office Depot will have the right to adjust the pricing of the Products immediately upon providing written notice to the Customer to reflect such price increases.
3	1.2 Custom-Core List. Office Depot agrees to offer a Custom-Core List with a Minimum Annual Spend of $50,000 by the Participating Entity. The Custom-Core item cannot be on the Master-Core List unless supported by a Manufacturer’s price deviation.
3	1.3 Non-Core List. Items not on the Master-Core List, or the Custom-Core List, but which are identified in the primary printed Catalog of the Successful Respondent will be priced as described in this ITN under the Price Schedule for Non- Core Category Discount. Office Depot strikes “printed” before Catalog and inserts “, which may be either printed or virtual,” after Catalog.
3	GENERAL NOTES: **Any costs must be identified in your response as the University will not pay for any hidden costs. Office Depot responds: “Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, furniture, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Office Depot shall institute a Fifty Dollar ($50.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a $5.95 small order fee.”
4	2. Rebates, Financial Incentives, Scholarship and Internship Programs, and Value-Added Services “Participant Spend or Total Spend” shall mean the individual Participant’s paid-for purchases under the Program, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the

	applicable period, rebates actually paid, employee purchase under any type of purchasing program, postage, shipping and mailing services, technology items, gift cards and warranties. Office Depot inserts "special order technology, non-code special order furniture," after "technology items," •Ability to purchase supplies at one of the Respondent's retail stores at contract pricing per this ITN. In Q2 2021 Office Depot publicly announced plans to separate into two independent, publicly traded companies. On May 1, 2022 Office Depot, LLC will assign the resulting Agreement to its affiliate ODP BSD. If Participants place the order(s) on www.odpbusiness.com, and elect to pick up the order at the Retail Location, then the price charged for the product(s) within such order shall be in accordance with the pricing terms and conditions set forth in the agreement. Purchases will be invoiced and submitted to Customer in accordance with the invoicing and payment terms set forth in the agreement. For purchases made within the Retail Location, Participant may receive a discount off the price of the product(s) as set forth in the applicable Retail Location. Purchases must be paid for at the time of purchase and will not be priced in accordance with the terms of the agreement.
5	3. Web Punch-Out Site, Marketing, Customer Service, Implementation Plan and Operational Plan e. Awarded Supplier must accept purchasing card ("P-card") orders at no additional costs, fees or handling charges and will provide level III or higher data reporting. Awarded Supplier must accept Participant's Single-Use Account Program (SUA) ***or Ghost Card*** as payment method as a part of the ITN response. Office Depot will continue to accept Ghost Card payment method from FIU, but will not offer it to any new participants. g.The Web Punch-Out Site must be reliable, easy to use, and run at current standard speeds, which must be updated as technology becomes more advanced. In the event an error in pricing is discovered in favor of the user, the Awarded Supplier shall provide a refund and/or credit memo to be issued within ten (~~5~~**10**) days after the discovery of the discrepancy. Credit memos will be issued within 10 days of discovery.
6	3.1 Contract Transition and Implementation Plan Upon contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent contractor necessary to transition the products and services of this contract. The incumbent contractor and subsequent contractor assume any and all expenses related to the contract transition. Office Depot takes exception to the second sentence. Assuming "any and all expenses related to the contract transition" is too broad a requirement.
6	3.2 Shipping, Delivery and Documentation a. Awarded Supplier will be responsible for the delivery of all products in first-class condition at the points of delivery throughout Participant's campuses, and in accordance with good commercial practice. All products will be extended "free shipping", with no handling or delivery charges. If "free shipping" is not available for any items, supplier will clarify and provide list of items which do not qualify for "free shipping". Any additional transportation fees will be waived. Stocked products ordered prior to 4 pm, will be delivered the next day. The Respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery. b. All deliveries will be made F.O.B destination, freight prepaid and included. Office Depot will implement a minimum order of $50.00 or a small order fee of $5.95 will be assessed. Next day delivery for stocked products will be offered for orders placed by 3 pm local time. See additional freight charge response on page 3 GENERAL NOTES above. c. Orders placed under the contract which are not delivered or complete within five (5) working days after the receipt of the order will be subject to immediate cancellation at the sole option of the University. Office Depot agrees to this statement for Master-Core List items. Office Depot strikes: Failure of the supplier to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the supplier liable for the difference between the open market and the contract price where emergency procurement is necessary.

	c.The packing slip will contain the order number, stock number, quantity ordered, unit of measure (UOM), description, unit price, and extended price. Backordered items will be clearly noted on ~~packing slip.~~ Office Depot responds: Backordered items will be clearly noted on the order acknowledgment. f. Just in time desktop deliveries at no additional cost to the Participant's locations are required, unless otherwise specified by FIU and / or Participating Agency. Office Depot will review requests for desktop delivery, where available, with Participating Entities.
8	3.4 Return Policy Office Depot's strength lies in our flexibility, and we are committed to providing you with a flexible program and procedure for returned or damaged goods. Returns are handled in a fashion that is unique to our industry. Credit pickups are keyed into our system like orders. A pick ticket will be printed in our distribution center and the return will be picked up within 5 business days. Credit/returns are tracked through our system, and reports are generated daily. Most products (see below for specifics) can be returned for credit within 30 days of the purchase date for any reason, if the product is in sellable condition and in the original manufacturer's container. Credits are made to the account originally invoiced within 2 to 5 business days. Technology products may be returned or exchanged within 14 days of purchase with Original Receipt, in original packaging and with UPC code intact. If product box is opened, we will offer an exchange only. A 15% Restocking Fee will be applied if the box is missing any components. This applies to all technology products including, without limitation: Computers, Monitors, Cameras, Camcorders, Projectors, GPS, Printers, Copiers, Faxes, Shredders, Telephones, Wireless Technology, MP3s, TVs, DVD Players, Media, Hard Drives, Peripherals, Accessories and Software. Opened software may be exchanged for the same item only. Please remove all personal data from returned/exchanged product. Office Depot is not responsible for any personal data left in or on a returned/exchanged product. Furniture in new condition, unassembled, in original packaging, with Original Receipt and with UPC code intact may be returned within 14 days of purchase. Special Order/Custom Items and Manufacturer Direct items cannot be returned or exchanged unless damaged upon receipt. Tech Depot Services are non-refundable once services have been performed. Pre-Paid Cards such as Gift Cards and Phone Cards are non-refundable, and cannot be returned or used to purchase other gift cards. Special terms and conditions are included with each card.
9	5. Respondent Qualifications, Experience, Financial Stability and References f. Exception to this requirement to identify staff. Office Depot, without obtaining written consent from Customer, may subcontract duties under any resulting contract to those subcontractors who are generally involved in the day-to-day business operations of Office Depot, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers.

Service Vendor (Individual Trade) Insurance Language

Page	Clarification
1	VENDOR's policies shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto. Office Depot policies are primary and non-contributory to the extent that an indemnity is owed under the contract.
1	Unless previously authorized by FIU, the policies required above shall be issued on a "first dollar" basis with no deductible or self-insured retention. Office Depot strikes.
1	The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. Office Depot will endeavor to provide 30 days written notice to FIU in the event of cancellation.
1	FIU, upon request, reserves the right to obtain a copy of the policies requested above. Office Depot strikes. A Certificate of Insurance will be provided but policies are proprietary and confidential.

SUPPLEMENTAL INSTRUCTIONS TO VENDORS ON TRADE SECRET CERTIFICATION

As a public body corporate of the State of the Florida, FIU is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. Any record that a Vendor submits to FIU and/or such record that is made in connection with Vendor's transactions with FIU (hereinafter, the "Vendor's records") is also considered to be a public record, which may be subject to the disclosure under Florida Public Records Law, unless there is an applicable statutory exemption.

If the Vendor seeks to assert trade secret protection under Florida Statutes Section 812.081(c), Section 815.04(3), and/or Section 815.045, such Vendor must comply with the following:

1. Clearly label the record(s) containing claimed trade secrets. Additionally, the Vendor should provide the appropriately redacted copies of any such record(s) or mark portions in such records which need to be redacted;

AND

2. Provide a sworn affidavit (please use the form provided below) signed by an authorized Vendor's officer, certifying the following for each record containing trade secret:
    a. Identify with specificity the record(s) for which trade secrets protection is claimed;
    b. Provide a description of the record sufficient to determine the application of the trade secret exemption; and
    c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 812.081(c) and/or case law that render the record at issue a trade secret exempted from public records under applicable Florida law.

PLEASE NOTE: *Inserting the words "Confidential" and/or "Proprietary" on a record* ***does not automatically*** *entitle the record to be a trade secret under Florida law; the claimed trade secrets must actually constitute trade secrets as defined by law.*

VENDOR'S FAILURE TO FULLY COMPLY WITH THE ABOVE INSTRUCTIONS SHALL BE CONSIDERED AS AN AFFIRMATIVE ACKNOWLEDGEMENT BY THE VENDOR THAT NONE OF THE VENDOR'S RECORDS SUBMITTED TO FIU ARE CONSIDERED TO BE A TRADE SECRET. THEREFORE, SUCH VENDOR'S RECORD(S) SHALL BE SUBJECT TO IMMEDIATE PRODUCTION UNDER THE FLORIDA PUBLIC RECORDS LAW.

If FIU receives a public records request for Vendor's record that is marked and certified with an affidavit to be a trade secret as provided herein, FIU will provide the requestor a copy of the Vendor's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption shall be rebutted, if at all, only by the Vendor; FIU's only obligation will be to provide you notice that such a challenge has been received. If the Vendor timely files an action after receipt of notice of a challenge to its trade secret certification, FIU will not release the documents at issue pending the outcome of the legal action. The failure to timely file an action constitutes a waiver of any claim of confidentiality, and FIU will release the records as requested.

*NOT APPLICABLE

AFFIDAVIT OF TRADE SECRET CERTIFICATION

STATE OF ___________________________ **COUNTY OF _________________________**

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of eighteen and am a resident of the State of _____________________. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.

2. I am the _______________________(position) of _________________________ (name of corporate entity), a ________________(state) ____________________ (type of corporate entity), whose principal address is
____ .

3. [I consider/My company considers] the information contained in the document(s) entitled ______________________________(provide description of the information) marked as Exhibit _________ (comprised of a total of ____ pages) a trade secret under applicable law for the following reasons: *(Explain in detail the specific element(s) or provision(s) of Florida Statutes that render the document(s) at issue a trade secret).*

4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Exhibit _____________ to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.

5. [I consider/My company considers] the information contained in Exhibit ____ to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.

6. All of information in Exhibit ___________ contained is not, and has not been, reasonably obtainable without [my/our] consent by other persons by use of legitimate means.

7. All of information in Exhibit ___________ is not publicly available elsewhere.

8. I am the person for Florida International University to contact in the event a challenge to any information contained in this Affidavit is received.

Executed on this _____ day of ___________________ in _________________County, ______________ (State).

Affiant- Full Name: _________________________________ Address: _______________________________________

____ Telephone: __________________________

E-mail: ______________________________ Affiant Signature: _______________________

STATE OF __________________________ COUNTY OF __________________________

Sworn to or affirmed and signed before me on _____________________________ (date) by

_________________________________ (Affiant).

____

NOTARY PUBLIC

☐ Personally Known ☐ Produced identification (Type of ID produced__________________)