



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1037915

Procurement Type: Central Purchase Order

Vendor ID: 000000217322

Legal Name: OFFICE DEPOT LLC

Alias/DBA:

Total Bid: \$96,041.92

Response Date: 05/17/2022

Response Time: 12:14

Responded By User ID: joebeliveau1

First Name: Joe

Last Name: Beliveau

Email: joe.beliveau@officedepot

Phone: 8286383035

SO Doc Code: CRFQ

SO Dept: 1500

SO Doc ID: AGO2200000001

Published Date: 5/12/22

Close Date: 5/18/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 - Power Laptops for MFCU

Total of Header Attachments: 4

Total of All Attachments: 4



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1037915
Solicitation Description: Addendum No. 1 - Power Laptops for MFCU
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-05-18 13:30	SR 1500 ESR05172200000007217	1

VENDOR
 000000217322
 OFFICE DEPOT LLC

Solicitation Number: CRFQ 1500 AGO2200000001
Total Bid: 96041.91999999999825377017259 **Response Date:** 2022-05-17 **Response Time:** 12:14:40
Comments:

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Power Laptops, Warranty, and Data and Device Security	32.00000	EA	3001.310000	96041.92

Comm Code	Manufacturer	Specification	Model #
43211503			

Commodity Line Comments: Product Manufacturer Part Number Sales Price Quantity Total Price Note
 CTO Mobile Precision 7760 P3000119666771 \$3,001.31 32.00 \$96,041.92
 USB DVD DRIVE-DW316 EXT DELL DW316 \$33.32 32.00 \$1,066.24 Included as option

Extended Description:

Vendor must enter a unit price per each unit that includes the following:

- 3.1.1 - Power Laptop
- 3.1.1.13 - Warranty
- 3.1.1.14 - Data and Device Security

*any and all costs associated with shipping and handling

Vendor must enter a lump sum that is all inclusive into their unit price, per each item.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1037915			Reason for Modification:
Doc Description: Power Laptops for MFCU			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-03	2022-05-18 13:30	CRFQ 1500 AGO2200000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : ODP Business Solutions, LLC

Address : 6600 North Military Trail Boca Raton, FL 33496

Street : 6600 North Military Trail

City : Boca Raton

State : FL

Country : USA

Zip : 33496

Principal Contact : Joe Beliveau

Vendor Contact Phone: 304-315-2559

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

**Vendor
Signature X**

* DocuSigned by:
Glenn Brower
9AD0DF8BBE2B4AD...

FEIN# 86-2161688

DATE 5/17/2022

All offers subject to all terms and conditions contained in this solicitation

* Please see the attached Letter of Clarification.

ADDITIONAL INFORMATION

Request for Quotation:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Attorney General's Office to establish a contract for the one time purchase of thirty-two (32) Power Laptops as more fully described per specifications and terms and conditions as attached hereto.

Vendors should include brochures, and any product information with their bids.

INVOICE TO		SHIP TO	
ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON US	WV	ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Power Laptops, Warranty, and Data and Device Security	32.00000	EA	Please see information on quote	

Comm Code	Manufacturer	Specification	Model #
43211503		Please see information on quote	

Extended Description:

Vendor must enter a unit price per each unit that includes the following:

3.1.1 - Power Laptop

3.1.1.13 - Warranty

3.1.1.14 - Data and Device Security

*any and all costs associated with shipping and handling

Vendor must enter a lump sum that is all inclusive into their unit price, per each item.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 4:00 p.m.	2022-05-11

	Document Phase	Document Description	Page
AGO220000001	Final	Power Laptops for MFCU	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Company Address 6600 North Military Trail
Boca Raton, FL 33496
US

Created Date 5/13/2022
Expiration Date 6/3/2022
Quotes/Self Service ID 00053259
Account Name STATE OF WEST VIRGINIA

Prepared By Chris Bombela
Phone 512/651-2773
Email chris.bombela@officedepot.com

Bill To Name STATE OF WEST VIRGINIA Ship To Name STATE OF WEST VIRGINIA

Product	Manufacturer Part Number	Sales Price	Quantity	Total Price	Note
CTO Mobile Precision 7760	P3000119666771	\$3,001.31	32.00	\$96,041.92	
USB DVD DRIVE-DW316 EXT	DELL DW316	\$33.32	32.00	\$1,066.24	Included as option

Subtotal \$97,108.16
Total Price \$97,108.16
Estimated Tax* \$0.00
Grand Total \$97,108.16

***Estimation only. Real tax calculated at time of order placement.**

This estimate for products or services is provided by ODP Business Solutions, LLC ("ODP") to the named customer above ("Customer"). This estimate shall be valid for thirty (30) days and shall be governed by the Terms and Conditions located on www.odpbusiness.com ("Terms and Conditions") and are incorporated herein by reference. If any executed agreement exists between ODP and Customer, or an executed agreement exists between ODP and a cooperative purchasing organization or group purchasing organization through which Customer is a participant ("Agreement"), any conflict between the Terms and Conditions and the Agreement shall be governed by the Agreement.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

DocuSigned by:
 (Name, Title) Glenn Brower Vice President – Technology/MPS
9AD0DF8BBE2B4AD...

(Printed Name and Title) Glenn Brower, VP, Technology/MPS Sales, Operations & Support

(Address) 6600 North Military Trail Boca Raton, FL 33496

(Phone Number) / (Fax Number) 561.438.4800/ 800.593.8830

(email address) joe.beliveau@officedepot.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

ODP Business Solutions, LLC

DocuSigned by:
 (Company) Glenn Brower Glenn Brower Vice President – Technology/MPS

(Authorized Signature) (Representative Name, Title)

Glenn Brower VP, Technology/MPS Sales, Operations & Support

(Printed Name and Title of Authorized Representative) (Date)

561.438.4800/ 800.593.8830

(Phone Number) (Fax Number)

joe.beliveau@officedepot.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ AGO22-1

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

ODP Business Solutions, LLC

Company

DocuSigned by:

Glenn Brower

Authorized Signature

5/17/2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**ODP Business Solutions, LLC Clarifications/Exceptions to
State of West Virginia
CRFQ 1500
Power Laptops for MFCU**

ODP Business Solutions, LLC (“ODP”) believes that the clarifications/exceptions below present a very minor departure from the CRFQ and are not cause for ODP’s response to be found non-responsive. If for any reason you find any of the below to be a material departure from the bid documents, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s). If awarded the bid, ODP reserves the right to have any resulting contract reviewed by its Legal Department prior to execution.

General Terms and Conditions

Page	<u>Clarification/Exception</u>
15, Section 13	<p><u>Pricing.</u></p> <p>ODP strikes this section in its entirety.</p> <p>CORE LIST PRICING. ODP agrees to supply to Customer those office products and services as attached hereto (the “Core List”) at the prices set forth herein. Core List pricing will fluctuate with market conditions. In the event of extenuating market conditions, ODP reserves the right to adjust Customer’s prices commensurately.</p> <p>Items that are not identified on the Core List shall not be subject to the discounts or pricing methodology otherwise set forth in this proposal. Rather, prices for such items, will be established by ODP in its discretion and will be presented to the Customer at the point of sale or otherwise at the time of order placement.</p> <p>The pricing set forth in this Agreement includes dock, mailroom, and/or desktop delivery for “in stock” items (special order items are excluded). Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.</p>
15, Section 14	<p><u>Payment in Arrears.</u></p> <p>Payment is due thirty (30) days from the date of invoice.</p>
15, Section 14 and Specifications, 28, Section 5.1	<p><u>Payment Methods.</u></p> <p><u>Payment.</u></p> <p>ODP agrees that Customer can pay via electronic funds transfer (ACH). P-Cards cannot be used to pay invoices. If cards are used, payment must be made at the time of order.</p>
16, Section	<p><u>Cancellation.</u></p>

19	<p>The initial term and renewals of any resulting contract shall be mutually agreed upon. Each party shall have the right to terminate any resulting contract, at any time, without cause, by providing thirty (30) days prior written notice to the other party. If termination for cause is contemplated, the defaulting party shall receive thirty (30) days' notice and the opportunity to cure prior to termination.</p>
17, Section 26	<p><u>Subsequent Forms.</u></p> <p>ODP's Bid Proposal, including its Clarifications/Exceptions Document, shall be in the primary position when describing the order of precedence.</p>
17, Section 27	<p><u>Assignment.</u></p> <p>ODP, 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 ODP, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Neither party may assign the resulting contract without the prior written consent of the other party, except that ODP may assign the resulting contract (i) to any of its subsidiaries or affiliates at any time, or (ii) in connection with the transfer or sale of all or substantially all of its business related to the resulting contract.</p>
17, Section 28	<p><u>Warranty.</u></p> <p>Products sold to Customer are new. To the extent ODP is required to provide warranties on products sold to Customer, ODP's warranties will be limited to ODP-branded products. For all other products, ODP will pass through to Customer all manufacturer-supplied end-user warranties on all products sourced to Customer. ODP disclaims any implied warranties including the warranty of fitness for a particular purpose and the warranty of merchantability.</p>
18, Section 33	<p><u>Anti-Trust.</u></p> <p>ODP strikes this section in its entirety. ODP <i>does not</i> agree to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under any antitrust laws.</p>
20, Section 40	<p><u>Background Checks.</u></p> <p>ODP does not share its employees' personal identifiable information. However, upon receipt of award, ODP will run background checks as required by any State Department and will provide attestations certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony.</p>

20 & 21, Sections 41 and 42	<u>Preference for Use of Domestic Steel Products.</u> <u>Preference for Use of Domestic Aluminum, Glass, And Steel.</u> ODP strikes these sections as N/A to this Contract.
16, Section 44	<u>Reasonable Time Extension.</u> ODP strikes this section in its entirety. The initial term and renewals of any resulting contract shall be mutually agreed upon. Each party shall have the right to terminate any resulting contract, at any time, without cause, by providing thirty (30) days prior written notice to the other party. If termination for cause is contemplated, the defaulting party shall receive thirty (30) days' notice and the opportunity to cure prior to termination.
16, Section 45	<u>Performance.</u> If termination for cause is contemplated, the defaulting party shall receive thirty (30) days' notice and the opportunity to cure prior to termination.

Specifications

<u>Page</u>	<u>Clarification/Exception</u>
28, Sections 6.1, 6.2 and 6.3	<u>6.1 Delivery Time.</u> <u>6.2 Late Delivery.</u> <u>6.3 Delivery Payment Risk of Loss.</u> ODP shall use commercially reasonable efforts to delivery within forty (45) business days after issuance of a Purchase Order, or a mutually agreed upon time at order placement. Any delivery dates are estimates only based on prevailing conditions and may be adjusted by ODP based on supply chain forecasts and other variables. If termination for cause is contemplated, the defaulting party shall receive thirty (30) days' notice and the opportunity to cure prior to termination. The pricing set forth in this Agreement includes dock, mailroom, and/or desktop delivery for "in stock" items (special order items are excluded). Additional freight charges may apply for items exceeding certain height and weight, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
28, Section 6.4	<u>Return of Unacceptable Items.</u> If you are dissatisfied with your purchase for any reason, you may return most items in their original packaging within 30 days of purchase for a replacement or full refund. General supply items should be returned in the original packaging within 30 days. Technology and stocked furniture items should be returned in the original packaging within

	14 days. Special Order Products may not be returned or exchanged. This includes items that are not stocked in one of our warehouses and/or are indicated as “special order.”
29, Section 7.2	<p><u>Vendor Default</u></p> <p>In no event shall either party be liable for consequential, special, indirect, or incidental damages.</p> <p>If termination for cause is contemplated, the defaulting party shall receive thirty (30) days’ notice and the opportunity to cure prior to termination.</p>