

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 1 of 2	ORDER DATE 10/26/18
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: OFFICE DEPOT INC STATE CONTRACT 2809 S 125TH AVE STE 390 OMAHA NE 68144-3872	

THE CONTRACT PERIOD IS:

JANUARY 01, 2017 THROUGH DECEMBER 19, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Customer Service Phone: 888-263-3423

Account Manager
Name: Tasha Baird
Phone: 888-777-4044
Cell: 918-240-3928
Fax: 888-438-7969
Email: Tasha.baird@officedepot.com

Contractor
Name: Jim Chatfield
Address: 6600 N. Military Trail, Boca Raton, FL 33496
Phone: 503-781-2970
Fax: 503-781-2970
Email: James.Chatfield@officedepot.com

Participating Addendum Amendment Four as attached. (vc 09/04/18)

Participating Addendum Amendment Five as attached. (vc 10/26/18)

10-29-18
m
René A. Botts 10/26/2018
BUYER
10/30/18
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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CONTRACT NUMBER
14321 OC

PAGE 2 of 2	ORDER DATE 10/26/18
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	6,000,000.0000	\$	1.0000




BUYER INITIALS

PARTICIPATING ADDENDUM

Amendment Five

**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT

Office Depot, Inc.

Master Agreement No: PA 5737

(Hereinafter "Contractor")

And

State of Nebraska

Contract #14321 OC

(Hereinafter "Participating State/Entity")

Page 1 of 3

THIS AMENDMENT FIVE is by and between the Participating State/Entity, and Contractor, effective upon execution by both parties.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum ("PA") with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

CHANGES: The purpose of this Amendment Five (5) is as follows:

3. d. EXCLUSIONS shall be deleted and replaced with:

Contractor shall be able to block the following categories for order purposes by Nebraska State Agencies:

<u>Description</u>
Copiers/Multi-function Machines
Telephone/Communications Equipment
Computers/Laptops and Personal Computer Accessories
Hard Drives
Monitors
Printers
Software
Wireless and Broadband Equipment
<u>Networking Equipment</u>

Contractor shall be able to block other categories upon request by the State.

PARTICIPATING ADDENDUM

Amendment Five

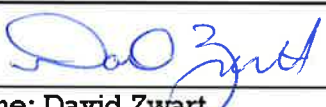
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 2 of 3

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Office Depot, Inc.
By: 	By: 
Name: David Zwart	Name: Chris Lupo
Title: DAS Materiel Administrator	Title: Vice President
Date: 10/30/18	Date: October 25, 2018



If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

PARTICIPATING ADDENDUM

Amendment Five

**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT

Office Depot, Inc.

Master Agreement No: PA 5737

(Hereinafter "Contractor")

And

State of Nebraska

Contract #14321 OC

(Hereinafter "Participating State/Entity")

Page 3 of 3

**[Fully executed PDF copy of this document should be emailed to
PA@naspovaluepoint.org to support documentation of participation
and posting in appropriate data bases]**

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 1 of 2	ORDER DATE 09/04/18
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: OFFICE DEPOT INC STATE CONTRACT 2809 S 125TH AVE STE 390 OMAHA NE 68144-3872	

THE CONTRACT PERIOD IS:

JANUARY 1, 2017 THROUGH DECEMBER 19, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Customer Service Phone: 888-263-3423

Account Manager
Name: Tasha Baird
Phone: 888-777-4044
Cell: 918-240-3928
Fax: 888-438-7969
Email: Tasha.baird@officedepot.com

Contractor
Name: Jim Chatfield
Address: 6600 N. Military Trail, Boca Raton, FL 33496
Phone: 503-781-2970
Fax: 503-781-2970
Email: James.Chatfield@officedepot.com

Participating Addendum Amendment Four as attached. (vc 09/04/18)

9/4/18 Rene A. Botts 9/4/2018
PK [Signature] BUYER 9/4/2018
MATERIEL ADMINISTRATOR
R43500NISM0001NISM0001 20150901

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 2 of 2	ORDER DATE 09/04/18
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	6,000,000.0000	\$	1.0000




BUYER INITIALS

PARTICIPATING ADDENDUM**Amendment Four**

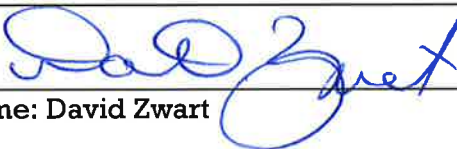
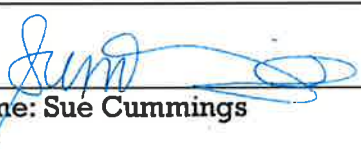
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 3 of 3

jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Office Depot, Inc.
By: 	By: 
Name: David Zwart	Name: Sue Cummings
Title: DAS Materiel Administrator	Title: Vice President
Date: 8/4/2018	Date: 4/25/18



If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

PARTICIPATING ADDENDUM**Amendment Four**

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 1 of 3

THIS AMENDMENT FOUR is by and between the Participating State/Entity, and Contractor, effective upon execution by both parties.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum ("PA") with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. **CHANGES:** The purpose of this Amendment Four (4) is as follows:

PRIMARY CONTACTS: Delete and replace primary contact individuals for this Participating Addendum as follows (or their named successors):

Customer Service

Telephone	888-263-3423
-----------	--------------

Account Manager

Name	Tasha.Baird
Telephone	913-240-3928
Toll Free	888-777-4044
Fax	888-438-7969
E-mail	tasha.baird@officedepot.com

PARTICIPATING ADDENDUM**Amendment Four**

**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 2 of 3

Contract Contact (receives amendments)

Name	Elaine Maheras
Telephone	630-561-3856
Toll Free	888-777-4044
Fax	888-438-7969
E-mail	elaine.maheras@officedepot.com

Contractor

Name	Jim Chatfield
Address	6600 N. Military Trail, Boca Raton, FL 33496
Telephone	503-781-2970
Fax	503-781-2970
E-mail	James.chatfield@officedepot.com

Participating Entity

Name	René A. Botts
Address	1526 K Street, Suite 130
Telephone	(402) 471-0971
Fax	(402) 471-2089
E-mail	rene.botts@nebraska.gov

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 1 of 2	ORDER DATE 02/27/17
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: OFFICE DEPOT INC STATE CONTRACT 2809 S 125TH AVE STE 390 OMAHA NE 68144-3872	

THE CONTRACT PERIOD IS:

JANUARY 1, 2017 THROUGH DECEMBER 19, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Customer Service Phone: 888-263-3423

Account Manager

Name: Loren Binko

Phone: 888-438-2822 ext. 208

Fax: 888-438-7969

Email: Loren.Binko@officedepot.com

Contract Contact: Ken Bruntz

Phone: 888-438-2822 ext. 209

Fax: 888-438-7969

Email: Ken.bruntz@officedepot.com

Contractor

Name: Jim Chatfield

Address: 6600 N. Military Trail, Boca Raton, FL 33496

Phone: 503-781-2970

Fax: 503-781-2970

Email: James.Chatfield@officedepot.com

Rene G. Botts 2/28/2017
BUYER
3/3/17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 2 of 2	ORDER DATE 02/27/17
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	

Participating Addendum Amendment Three as attached. (vc 02/27/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	6,000,000.0000	\$	1.0000



Handwritten initials in blue ink, appearing to be 'RBS' or similar, located above the printed text 'BUYER INITIALS'.

BUYER INITIALS

PARTICIPATING ADDENDUM

Amendment Three

**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 1 of 3

THIS AMENDMENT THREE is by and between the Participating State/Entity, and Contractor, effective upon execution by both parties.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum ("PA") with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. **CHANGES:** The purpose of this Amendment Three (3) is as follows:

PRIMARY CONTACTS: Delete and replace primary contact individuals for this Participating Addendum as follows (or their named successors):

Customer Service

Telephone	888-263-3423
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Account Manager

Name	Loren Binko
Telephone	888-438-2822 x 208
Fax	888-438-7969
E-mail	Loren.binko@officedepot.com

Contract Contact (receives amendments)

Name	Ken Bruntz
Telephone	888-438-2822 x 209
Fax	888-438-7969
E-mail	Ken.bruntz@officedepot.com

PARTICIPATING ADDENDUM

Amendment Three

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION Office Supplies and Services Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 2 of 3

Contractor

Name	Jim Chatfield
Address	6600 N. Military Trail, Boca Raton, FL 33496
Telephone	503-781-2970
Fax	503-781-2970
E-mail	James.chatfield@officedepot.com

Participating Entity

Name	René A. Botts
Address	1526 K Street, Suite 130
Telephone	(402) 471-0971
Fax	(402) 471-2089
E-mail	rene.botts@nebraska.gov

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

PARTICIPATING ADDENDUM


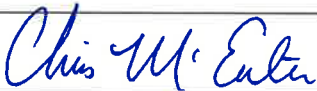


Amendment Three

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Office Depot, Inc.
By: 	By: 
Name: Bo Botehlo	Name: Chris McEntee
Title: DAS Materiel Administrator	Title: Vice President
Date: 	Date: 

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]



STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 1 of 1	ORDER DATE 12/06/16
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: OFFICE DEPOT INC STATE CONTRACT 2809 S 125TH AVE STE 390 OMAHA NE 68144-3872	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 1, 2017 THROUGH DECEMBER 19, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Vendor Contact: Chris McEntee
Phone: 913-385-0856 ext. 3050
Fax: 913-385-0264
Email: chris.mcentee@officedepot.com

Vendor Contact: Ken Bruntz
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: Ken.bruntz@officedepot.com

Participating Addendum Amendment Two as attached. (cp 12/6/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	6,000,000.0000	\$	1.0000

René A. Botts 12/7/2016
KS 12/11/16 BUYER
12/18/16
MATERIEL ADMINISTRATOR

PARTICIPATING ADDENDUM

Amendment Two

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION Office Supplies and Services Administered by the State of Oregon (hereinafter "Lead State")

**MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")**

Page 1 of 2

THIS AMENDMENT TWO is by and between the Participating State/Entity, and Contractor, as of the 3rd day of November 2016.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum ("PA") with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. **CHANGES:** The purpose of this Amendment Two (2) is as follows:

CONTRACT PERIOD: Contract 14321 OC has been renewed for the period of January 1, 2017 through December 19, 2019, with the remaining renewal options totaling three (3) additional years.

c. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION:

Administrative Fees/Rebates address shall be superseded and replaced in its entirety with the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price

PARTICIPATING ADDENDUM

Amendment Two

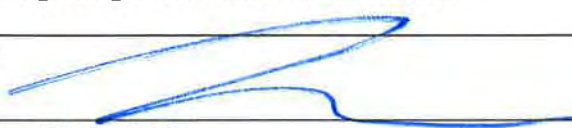
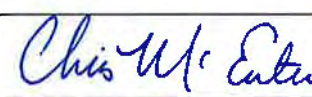

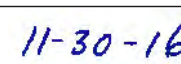
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")


MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

Page 2 of 2

Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Office Depot, Inc.
By: 	By: 
Name: Bo Botehlo	Name: Chris McEntee
Title: DAS Materiel Administrator	Title: Vice President
Date: 	Date: 



If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

**AMENDMENT No. 3 to
MASTER AGREEMENT# 5737**

I. This is Amendment No. 3 to Master Agreement #5737, ("Amendment No. 3"), dated September 28 2016, ("Amendment No. 3 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and Office Depot, Inc., ("Contractor"), and amends that certain Master Agreement #5737, dated as of December 19, 2014 (the "Master Agreement"), on the terms and conditions as provided herein.

II. The Master Agreement is hereby amended as follows:

- a. The parties acknowledge and agree to extend the Master Agreement as defined in Section 1.5 of the Master Agreement. This Master Agreement shall be extended for an additional 3 year term. The new expiration date shall be December 19, 2019.
- b. All Master Agreement terms and conditions shall remain firm and in effect throughout the term of the Master Agreement.

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR: Office Depot, Inc.

By: Chris M. Entee Regional Vice President 10-20-16
Name: CHRIS MCENTEE Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By: [Signature] SPA 10/24/14
Name: Title: Date



STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 1 of 1	ORDER DATE 10/26/15
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: OFFICE DEPOT INC STATE CONTRACT 2809 S 125TH AVE STE 390 OMAHA NE 68144-3872	

THE CONTRACT PERIOD IS:

OCTOBER 12, 2015 THROUGH DECEMBER 31, 2016

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period October 12, 2015 through December 31, 2016 with three (3) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Vendor Contact: Chris McEntee
Phone: 913-385-0856 ext. 3050
Fax: 913-385-0264
Email: chris.mcentee@officedepot.com

Vendor Contact: Ken Bruntz
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: Ken.bruntz@officedepot.com

Participating Addendum Amendment One as attached. (bl 10/26/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	6,000,000.0000	\$	1.0000

Rene A. Botts 10/27/2015
BUYER
Mary J. Botts
MATERIAL ADMINISTRATOR
10/27/15

Amendment One

**NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")**

MASTER AGREEMENT

Office Depot, Inc.

Master Agreement No: PA 5737

(Hereinafter "Contractor")

And

State of Nebraska

Contract #14321 OC

(Hereinafter "Participating State/Entity")

Page 1 of 2

THIS AMENDMENT ONE is by and between Participating State/Entity, and Contractor, as of the 22nd day of October, 2015.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, and the State of Nebraska has entered into a Participating Addendum, dated October 12, 2015, ("PA"), with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. CHANGES: The purpose of this Amendment One (1) is as follows:

- a. The effective date of the Participating Addendum for 14321 OC will be November 2, 2015.
- b. The Contract Period will be November 2, 2015 through December 31, 2016, with three (3) two (2)-year renewal options.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

Amendment One

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT

Office Depot, Inc.

Master Agreement No: PA 5737

(Hereinafter "Contractor")

And

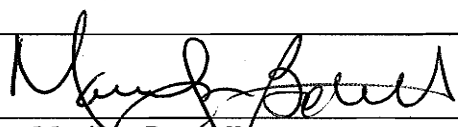
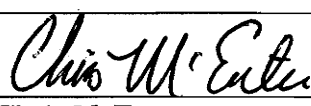
State of Nebraska

Contract #14321 OC

(Hereinafter "Participating State/Entity")

Page 2 of 2

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Nebraska	Contractor: Office Depot, Inc.
By: 	By: 
Name: Marilyn Bottrell	Name: Chris McEntee
Title: DAS Division Administrator	Title: Vice President
Date: 10-27-2015	Date: 10-23-15



If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

Name	Tim Hay, Cooperative Development Coordinator
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

PAGE 1 of 1	ORDER DATE 10/16/15
BUSINESS UNIT 65050006	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: OFFICE DEPOT INC STATE CONTRACT 2809 S 125TH AVE STE 390 OMAHA NE 68144-3872	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 12, 2015 THROUGH DECEMBER 31, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period October 12, 2015 through December 31, 2016 with three (3) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Vendor Contact: Chris McEntee
Phone: 913-385-0856 ext. 3050
Fax: 913-385-0264
Email: chris.mcentee@officedepot.com

Vendor Contact: Ken Bruntz
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: Ken.bruntz@officedepot.com

(10/16/15 djo)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	6,000,000.0000	\$	1.0000

Rene A Botts 10/16/2015
BUYER
Mary Beth Botts
MATERIALS ADMINISTRATOR
10-16-15
643500NISC00041NISC0001 20150901

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-
Content/Green Products and other miscellaneous products.
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT

Office Depot, Inc.

Master Agreement No: PA 5737

(hereinafter "Contractor")

And

[State of Nebraska 14321 OC]

(hereinafter "Participating State/Entity" or the "State")

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1. **SCOPE:** This addendum covers the *Office Supplies and Services Master Agreement* led by the State of Oregon for use by state agencies and other entities located in the **Participating State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. **PARTICIPATION:** Use of specific WSCA-NASPO (now NASPO ValuePoint) cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**

(These modifications or additions apply only to actions and relationships within the Participating State/Entity.)

CONTRACT PERIOD: October 12, 2015 through December 31, 2016, with three (3) two (2)-year renewal options.

State of Nebraska Standard Terms and Conditions

a. **REPORTS**

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:

- i. Purchase order number;
- ii. Description;
- iii. Quantity; and
- iv. Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

**PARTICIPATING ADDENDUM
 NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
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MASTER AGREEMENT

Office Depot, Inc.

Master Agreement No: PA 5737

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Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

b. ADMINISTRATIVE FEE /REBATE

The Contractor agrees to provide a quarterly Administrative Fee ("Fee") to the Participating State/Entity. The Fee will be payable to the Participating State/Entity in an amount equal to one percent (1%) of the net sales (net of any returns, credits, or adjustments) under this Addendum for the quarterly period. The Fee shall not be charged directly to the State, e.g., as a separate line item, fee or surcharge, but shall be included in the contract's unit prices.

Payment of the Fee by check shall be made within forty-five (45) days after the end of each calendar quarter. In the event the Participating State/Entity can receive payment via electronic funds transfer, Contractor can pay the Fee within thirty (30) days after the end of each calendar quarter, in accordance with following schedule:

Period Ending	EFT Payment Option Due	Payment By Check Option Due
December 31	January 31	February 15
March 31	April 30	May 15
June 30	July 31	August 15
September 30	October 31	November 15

Any changes to the established Fee amount will be requested by the State at least 30 days prior to the beginning of a quarterly period and Contractor will be allowed to adjust pricing to reflect the change in the Fee.

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And

[State of Nebraska 14321 OC]

(hereinafter "Participating State/Entity" or the "State")

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The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

c. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

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d. EXCLUSIONS

Contractor shall be able to block the following categories for order purposes by Nebraska State Agencies:

Description
Book Cases, Book Ends, Book Shelves
Storage Cabinets, Filing Cabinets, File Storage Systems, Rails
Office Furniture
Copiers/Multi-Function Machines
Telephone/Communications Equipment
Printers over \$500
Software
Personal Computers/Laptops
Food Items (example: Candy, Coffee)
OTC Pain Relievers, Aspirin, Antacids

Contractor shall be able to block other categories upon request by the State.

e. INCLUSIONS

Included within the scope of this Participating Addendum are the Office Depot Master Agreement No: PA 5737, Office Depot Goods and Prices (Exhibit B), Office Depot Proposal and Office Depot/Office Max Exhibits.

f. WEB ITEM ASSORTMENT

As part of this Addendum, the Contractor may add the products not part of the Office Depot catalog or the SP Richards Catalog, but set forth on www.officedepot.com on the "Pricing Date" (the "Assortment"). Pricing for such items will be as follows: On a date within the period commencing ten (10) days prior to the start of each calendar quarter and ending ten (10) days after the start of the each calendar quarter (the "Pricing Date"), the Contractor shall take a "snapshot" of the regular sales pricing (promotions excluded) for each item in the Assortment. Pricing for the items in the Assortment shall be fixed for the calendar quarter at two percent (2%) off of the

**PARTICIPATING ADDENDUM
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regular sales price (promotions excluded) set forth on www.officedepot.com on the Pricing Date.

Notwithstanding anything contained herein to the contrary, price reductions do not apply to gift cards and warranties, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings.

The Fee will be added by Contractor to the base price at the time of purchase for all buying entities. Contractor reserves the right to offer such products at a greater discount than as set forth herein. Additionally, the Fee will be required and paid on web assortment purchases as part of the Fee remittance.

g. LOWER THAN MASTER AGREEMENT PRICING

1, Contractor shall have the right and is encouraged to lower pricing for those Product Categories within the Master Agreement. Any such Adjusted Lower Pricing shall be a fixed price that is lower than the "List Minus" pricing that is available to the State under the terms of the Participating Addendum (the "Adjusted Pricing"). The Adjusted Pricing will be modified based upon market conditions and will remain in effect until such time as:

- a. Contractor provides a minimum of thirty (30) days written notice (email included) of any price changes- either up or down.
- b. Such price changes are not in excess of the "List Minus" prices that is available to the State under the Participation Addendum.
- c. If the Contractor desires to create and offer the State any Special Promotional Pricing, Contractor will provide notice via email to the State of the terms and time limits of any such Special Promotions.

h. GOVERNING LAW

The Addendum shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Addendum shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

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i. LIMITATION OF LIABILITY (CONSTITUTIONAL)

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language supplied with the Contractor's bid or in the final Participating Addendum.

j. INSURER AND SURETY DISCLAIMER

The State of Nebraska, its officers, employees, and agents are not insurers or sureties for the Contractor. The State of Nebraska, its officers, employees, and agents shall not be liable for any judgement, settlement, damages or any other liability of the Contractor, regardless of amount, to the Lead State, other Purchasing or Participating Entities, or any and all other parties.

k. SEVERABILITY

If any term or condition of the Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Addendum did not contain the particular provision held to be invalid.

l. INDEMNIFICATION

i. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and

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agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

ii. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.

iii. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

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And

[State of Nebraska 14321 OC]

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m. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor, by signature to this Participating Addendum certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify the State if, during the term of this Addendum, Contractor becomes debarred. The State may immediately terminate this Addendum by providing Contractor written notice if Contractor becomes debarred during the term of this Addendum.

Contractor, by signature to this Participating Addendum, certifies that Contractor has not had a Addendum with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for terminating the Participating Addendum.

n. IMPORTANT NOTICE LANGUAGE

Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

o. COPYRIGHT MATERIAL

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
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And

[State of Nebraska 14321 OC]

(hereinafter "Participating State/Entity" or the "State")

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p. PROPRIETARY INFORMATION

Pricing submitted within the existing Master Agreement and this Participating Addendum may not be marked as proprietary information. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, Contractors submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such.

q. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Addendum, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

r. ADVERTISING

The Contractor agrees not to refer to the Addendum in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

s. ERRORS AND OMISSIONS

The Contractor shall not take advantage of any errors and/or omissions in this Addendum. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

PARTICIPATING ADDENDUM
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And

[State of Nebraska 14321 OC]

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t. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the Addendum or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

u. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the Addendum or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

v. CONFLICT OF INTEREST

By entering into the Participating Addendum, Contractor certifies that there does not now exist any relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Participating Addendum or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

w. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Addendum resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

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x. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By entering into the Participating Addendum, the Contractor certifies it is the party that entered into the Master Agreement and is entering into this Participating Addendum and that their bid was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid was genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

y. EARLY TERMINATION

The Addendum may be terminated as follows:

- i. The State and the Contractor, by mutual written agreement, may terminate the Addendum at any time.

The State, in its sole discretion, may terminate the Addendum for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the Addendum. In the event of cancellation the

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Contractor shall be entitled to payment, for those products received and accepted by the State)

ii. The State may terminate the Addendum immediately for the following reasons:

- a. If directed to do so by statute;
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Addendum by its Contractor, its employees, officers, directors, or shareholders;
- e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or
- (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or
- (iii) the Contractor has been decreed or adjudged a debtor;
- f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support or provision of the deliverable;
- i. Second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or ones' actions which could have provided Contractor an unfair advantage in obtaining this Addendum.

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z. BREACH BY CONTRACTOR

The State may terminate the Addendum, in whole or in part, if the Contractor fails to perform its obligations under the Addendum in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the Addendum for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the goods from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

aa. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the Addendum does not fulfill the requirements of the Intent To Bid, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

bb. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Addendum due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Addendum. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the Addendum if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for relief with the State Purchasing Bureau. Labor disputes with the impacted

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party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Addendum.

cc. ACCEPTANCE AND PAYMENT OF GOODS

In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

dd. PRICES

With the exception of the items listed below and certain deliveries, prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, F. O. B. Destination. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. All products ordered under this Addendum will be FOB Destination.

Any items exceeding 70 lbs and/or 110" in length/width will be assessed a special handling charge that will be determined by the distance of the customer's location from the Contractor's distribution center. That fee will be visible on the Contractor's website at order placement time. Special order items and deliveries in AK, HI and PR may incur additional fees which will be advised prior to placing the order.

The parties agree that title for products delivered under this Participation Addendum shall not pass to the State until received by the State.

Contractor also represents and warrants that all prices set forth in the Addendum and all prices in addition, which the Contractor may charge under the terms of the Addendum, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.

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ee. PAYMENT

Payment will be made by the responsible agency in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-20401 through 81-2408. The State may request that payment be made electronically instead of by state warrant.

ff. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

gg. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the goods with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Addendum.

Contractor shall provide an electronic summary billing report plus both an electronic and hardcopy of a detailed billing report to State of Nebraska AS Central Finance for each billing period. The billing period will be from the first of a month to the last day of the month. Each monthly billing must occur and be received within the first five (5) business days of the last day of each month. The electronic format for both the summary billing and the detail billing must be received in both PDF format and Comma Separate Value (CSV) format or other electronic format as approved by the State that can be downloaded to an Excel type format for review. The State also reserves the right to approve the file format Contractor delivers in CSV or other approved method. Contractor must review and correct billing prior to issuing for non-chargeable items, e.g. taxes, etc.

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State of Nebraska AS Material will invoice the other State agencies and will be responsible for a single payment to Contractor. Political subdivisions are responsible for payment of their order(s) directly to Contractor.

Detail billing report must include but not be limited to agency name, department name, sub-department name, business unit, address and/or building name, person placing order and phone number and a detail list of all products ordered; order number assigned, unit pricing, with total line item pricing and a total order price. The detail billing report will have a new page break at each Billing Code (Agency + Department + Sub-Department). In addition, the report must produce a sub-total break for each Business Unit. Backordered items will be identified with unit and total line item pricing along with projected shipping date at the time of order entry.

Contractor must provide a process/method to validate the "Business Unit" and Ship To" are related or linked to orders shipped by a third party.

hh. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

ii. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Addendum. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Addendum shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers,

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or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

jj. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the Addendum, with responsibility for all services offered and products to be delivered as stated in the Master Agreement, the Contractor's bid, and the Addendum. The Contractor shall be the sole point of contact regarding all contractual matters.

The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Addendum without the prior written authorization of the State. Following execution of the Addendum, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the Addendum.

Notwithstanding the foregoing, Contractor shall have the right to use third party subcontractors that Contractor utilizes in its day to day operations, including delivery drivers and customer service, without prior written authorization of the State.

kk. POLITICAL SUB-DIVISIONS

The Contractor may extend the Addendum to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Addendum must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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II. NE ACCESS TECHNOLOGY STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the Addendum are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Addendum to request that the Addendum comply with the changed standard at a cost mutually acceptable to the parties.

mm. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Addendum. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Addendum.

nn. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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oo. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the Addendum. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

pp. DRUG POLICY

Bidder certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

qq. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the Addendum, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the Addendum. Should said funds not be appropriated, the State may terminate the Addendum with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. In no event shall the Contractor be paid for a loss of anticipated profit.

rr. RIGHT TO AUDIT

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to the Participation Addendum and orders placed by the State under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the State to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to the Participation Addendum or orders placed by the State for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five years following termination

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of the Participation Addendum or final payment for any order placed by the State against this Participation Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Audits and records inspection shall be limited solely to the review of non-confidential and non-proprietary records. Audits shall be performed no more than once per calendar year, and no audits shall occur after the date that is five years following termination or expiration of the Participation Addendum. Contractor has the right to dispute the results of any audit. In the event that a third party auditor is used, Contractor reserves the right to approve such auditor, which approval shall not be unreasonably upheld. Additionally, the auditor must execute the Contractor's non-disclosure agreement. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

c. Without limiting any other remedy available to the State, the Contractor shall reimburse the State for any overpayments inconsistent with the terms of the Master Agreement or orders, which may be offset by any underpayments or underpayment of fees found as a result of the examination of the Contractor's records, which may be offset by any overpayments.

d. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permit the State to review compliance with those obligations.

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4. LEASE AGREEMENTS: Lease agreements are not covered under this Participating Addendum.

5. PRIMARY CONTACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Jim Chatfield
Address	6600 N. Military Trail, Boca Raton, FL 33496
Telephone	503-781-2970
Fax	503-781-2970
E-mail	jim.chatfield@officedepot.com

Participating Entity

Name	René A. Botts
Address	1526 K Street, Suite 130
Telephone	(402) 471-0971
Fax	(402) 471-2089
E-mail	rene.botts@nebraska.gov

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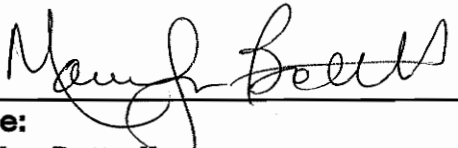
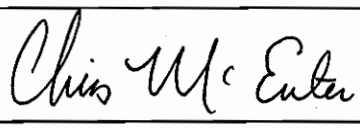
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6. SUBCONTRACTORS: All Contractor dealers and resellers authorized in the State of Nebraska, as shown on the dedicated Office Depot, Inc. cooperative contract website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The Contractor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. ORDERS: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: Marilyn Bottrell	Name: Chris McEntee
Title: Materiel Administrator	Title: Vice President
Date: 10-10-15	Date: 10-7-15

[Additional signatures as required by Participating State]



For questions on executing a participating addendum, please contact:

State of Nebraska 14321 OC

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NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<u>thay@wsca-naspo.org</u>

[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]