

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
15824 OC

PAGE 1 of 2	ORDER DATE 03/24/23
BUSINESS UNIT 65050006	BUYER VICKI COLLINS (AS)
VENDOR NUMBER: 500129	
VENDOR ADDRESS: ODP BUSINESS SOLUTIONS LLC 6600 N MILITARY TRL BOCA RATON FL 33496-2434	

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

APRIL 01, 2023 THROUGH DECEMBER 31, 2024

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 PO-10700-00012990

Contract to supply and deliver Office Supplies and Services to the State of Nebraska as per the attached specifications for the contract period April 01, 2023 through December 31, 2024 . The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

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 November 03, 2022. The NASPO ValuePoint/ODP Business Solutions LLC Participating Addendum for the State of Nebraska became effective on April 01, 2023).

Customer Service Phone: 800-279-1528
Email: strategicsupport@officedepot.com

URL Link: www.odpbusiness.com to place orders.

Vendor Contact: Joseph Taylor, Account Manager
Phone: 417-379-9542
E-Mail: joseph.taylor@ODPBusiness.com

Contact: Jennifer Jimenez, Office Depot NASPO Program Manager
Phone: 408-603-9011
Email: Jennifer.jimenez@officedepot.com

(BT 03/24/23)



DocuSigned by:
Julie Dabydeen 4/6/2023
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BUYER

DocuSigned by:
Amara Block 4/6/2023
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MATERIEL ADMINISTRATOR

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Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	GENERAL OFFICE SUPPLIES	10,000,000.0000	\$	1.0000



DS
M

BUYER INITIALS

NASPO ValuePoint
PARTICIPATING ADDENDUM



OFFICE SUPPLIES (2022-2027)
 Led by the State of Oregon

Master Agreement #: **PO-10700-00012990**

Contractor: **ODP BUSINESS SOLUTIONS LLC**

Participating Entity: **STATE OF NEBRASKA**
CONTRACT 15824 OC

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Office Supplies (2022-2027)* led by the State of Oregon for use by state agencies and other entities located in the Participating State (or State Entity) authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Nebraska*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Term Period:** The initial term of the Participating Addendum is April 01, 2023 through December 31, 2024. The Participating Addendum may be renewed for three (3) additional one (1) year renewal when mutually agreeable to the Contractor and the State of Nebraska.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Joseph Taylor, Account Manager
Telephone:	417-379-9542
Email:	Joseph.taylor@odpbusiness.com

Contractor

Name:	John White, Inside Sales Specialist
Telephone:	512-877-1962
Email:	John.white@odpbusiness.com

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PARTICIPATING ADDENDUM



OFFICE SUPPLIES (2022-2027)
 Led by the State of Oregon

Participating Entity

Name:	Vicki Collins, Procurement Contracts Officer, DAS Nebraska State Purchasing Bureau
Address:	1526 K Street, Suite 130
Telephone:	402-471-1497
Fax:	402-471-2089
Email:	Vicki.collins@nebraska.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

**State of Nebraska
 Standard Terms and Conditions**

I. TERMS AND CONDITIONS

Contractor may, if necessary, reject and provide alternative language for each clause. The Contractor should also provide an explanation of why the Contractor rejected the clause or rejected the clause and provided alternate language using "Track Changes". The State reserves the right to negotiate rejected or proposed alternative language. If the State and Contractor fail to agree on the final Terms and Conditions, the State reserves the right to not participate on the cooperative contract.

The Contractor should submit any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated into the Participating Addendum. The Contractor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted prior to signing the Participating Addendum. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause, then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;

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PARTICIPATING ADDENDUM



OFFICE SUPPLIES (2022-2027)
Led by the State of Oregon

3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum ("PA")
2. State of Oregon NASPO ValuePoint Master Agreement No. PO-10700-00012990, including all attachments, amendments, and addendums as they existed on the Effective Date of this PA ("Master Agreement"); and
3. Amendments/Addendums to this PA.

These documents constitute the entirety of the PA.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed PA (or Master Agreement) with the most recent dated amendment having the highest priority, 2) executed PA and any attached Addenda, and 3) executed Master Agreement and any addendum.

Any ambiguity or conflict in the PA discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established by the State of Nebraska.

B. PRICES

1. WEB ITEM ASSORTMENT

As part of this PA, the Contractor may add the products not part of the ODP Business Solutions, LLC catalog, but set forth on www.odpbusiness.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 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 regular sales price (promotions excluded) set forth on www.odpbusiness.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.

2. LOWER THAN MASTER AGREEMENT PRICING

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.

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OFFICE SUPPLIES (2022-2027)
 Led by the State of Oregon

- 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.

C. EXCLUSIONS

Contractor will block the following purchase requests from any agency of the State of Nebraska or employee designated by an agency of the State of Nebraska under Section II., M. of this agreement unless that purchase request was submitted with written approval from the State of Nebraska, Department of Administrative Services:

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

D. GOVERNING LAW (STATUTORY)

Notwithstanding any other provision of this PA, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that:

1. The State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation;
2. This PA will be interpreted and enforced under the laws of the State of Nebraska;
3. Any action to enforce the provisions of this PA must be brought in the State of Nebraska per state law;
4. The person signing this PA on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations;
5. The indemnity, limitation of liability, remedy, and other similar provisions of the final PA, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and,
6. All terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy, or other similar provisions of the final PA are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

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OFFICE SUPPLIES (2022-2027)
 Led by the State of Oregon

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid PA has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. AMENDMENT

This PA may be amended in writing, within scope, upon the agreement of both parties

F. SEVERABILITY

If any term or condition of the PA 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 PA did not contain the provision held to be invalid or illegal.

G. 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 PA.

H. 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.**

I. 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".

J. PROPRIETARY INFORMATION

Pricing submitted within the existing Master Agreement and this PA 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.

K. 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 judgment, 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.

L. INDEMNIFICATION

1. GENERAL

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PARTICIPATING ADDENDUM



OFFICE SUPPLIES (2022-2027)
 Led by the State of Oregon

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

2. 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, or 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.

3. 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.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the P A, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

N. ADVERTISING

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

O. ASSIGNMENT, SALE, OR MERGER

Either party may assign the PA upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the PA to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the PA until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this PA and perform all obligations of the PA.

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P. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor shall allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this PA. The terms and conditions, including price, of the PA may not be amended.

The Contractor shall allow political subdivisions to use this PA. The terms and conditions, including price, of this PA shall apply. The State of Nebraska shall not be contractually or otherwise obligated or liable under any PA entered into pursuant to this clause.

Q. FORCE MAJEURE

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the PA due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to State of Nebraska records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or State of Nebraska not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this PA and on behalf of the State, health, and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. § 81-8,240 et seq. This section shall survive the termination of this Participating Addendum.

T. EARLY TERMINATION

The PA may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the PA at any time.
2. Either party, at its sole discretion, may terminate the PA for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the PA. In the event of termination, the Contractor shall be entitled to payment, determined on a pro-rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the PA 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;

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OFFICE SUPPLIES (2022-2027)
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- 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 Participating 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 of the deliverable; and,
- i. In the event funding is no longer available.

U. PARTICIPATING ADDENDUM CLOSEOUT

Upon termination of the PA for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by PA or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contactor, person, or entity in the assumption of any or all of the obligations of this PA;
5. Cooperate with any successor contactor, person, or entity with the transfer of information or data related to this PA;
6. Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, State of Nebraska, or a partnership.

The Contractor is solely responsible for fulfilling the PA. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the PA. The personnel the Contractor uses to fulfill the PA shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

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By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Sub Contractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a sub-Contractor to fulfill the terms of the PA shall remain under the sole direction and control of the Contractor or the sub-Contractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the PA;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or sub-Contractors or sub-Contractor's employees).

If the Contractor intends to utilize any Subcontractor, the Sub Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Sub Contractors not specifically included in its bid in the performance of the PA without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub Contractor employee.

Contractor shall insure that the terms and conditions contained in any PA with a sub-Contractor does not conflict with the terms and conditions of this PA.

The Contractor shall include a similar provision, for the protection of the State, in the PA with any Sub Contractor engaged to perform work on this PA.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Supplier who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the PA.

C. 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 work within the State. 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 State of Nebraska authorized to verify the work eligibility status of an employee.

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If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the PA.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified, or the Participating Addendum terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

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, and their Sub Contractors, 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 through 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 PA. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any P A resulting from this ITB.

E. PERMITS, REGULATIONS, LAWS

The PA price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the PA. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the PA. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this PA.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this PA.

The State shall own and hold exclusive title to any deliverable developed as a result of this P A. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. 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 contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

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I. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

K. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

L. DRUG POLICY

Contractor certifies 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.

M. ADDITIONAL SERVICES

Under this agreement, Agencies of the State of Nebraska may designate employees who have authority to order from Contractor's website. Such designations may be subject to review and alteration by Department of Administrative Services (State Purchasing Bureau). Contractor shall assign a representative to manage the designated State employees' accounts.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 73-501 through 73-509 states, "payments shall not be made until contractual deliverable(s) are received and accepted by the State".

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the State of Nebraska requesting the services 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 contract.

Contractor shall provide an electronic summary billing report for 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

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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, i.e. taxes, etc.

State of Nebraska, Department of Administrative Services will invoice the other State agencies. The State of Nebraska, Department of Administrative Services will be responsible for a single payment to the Contractor. Political subdivisions are responsible for payment directly to the Contractor for their orders.

A detailed 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 the 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.

D. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. QUARTERLY UTILIZATION REPORT

The Contractor shall 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:

1. Contractor Name;
2. Nebraska Contract number 15798 OC;
3. Purchase order number;
4. Description; Quantity;
5. Price; and,
6. Agency Name.

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

<u>Period End</u>	<u>Report Due</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

F. 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

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(net of any returns, credits, or adjustments) under this PA 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 PAs 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:

<u>Period Ending</u>	<u>EFT Payment Option Due</u>	<u>Payment by Check Option Due</u>
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.

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.

G. 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

H. LATE PAYMENT (Statutory)

The Contractor may charge the responsible State of Nebraska interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

I. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) 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 termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

J. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties

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during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5% of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of *Nebraska*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer 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 this 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.

[SIGNATURE ON THE NEXT PAGE]

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

Participating Entity: State of Nebraska	Contractor: ODP Business Solutions, LLC
Signature: 	Signature: 
Name: Amara Block	Name: Sharalyn Sowers
Title: Materiel Administrator	Title: Vice President
Date: 4/6/2023	Date: 4/6/2023



[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



NASPO ValuePoint Master Agreement #PO-10700-00012990

This NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and ODP Business Solutions, Inc. (“Contractor”). This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law (“Effective Date”).

This Master Agreement sets forth the terms and conditions applicable to Purchasing Entity’s purchase of Goods that are subject to this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the purchase of Goods by execution of an ordering instrument in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity’s Participating Addendum. Each such ordering instrument creates a separate Contract between the parties (consisting of the ordering instrument together with the terms and conditions) enforceable in accordance with the terms thereof and independent of all other such contracts.

1. Master Agreement; Order of Precedence

1.1. This Agreement consists of the following:

- 1) This cover sheet;
- 2) Exhibit 1, NASPO ValuePoint Master Agreement Terms and Conditions;
- 3) Exhibit 2, Sample Participating Addendum (“PA”);
- 4) Exhibit 3, Description of Goods and Discount Rates;
- 5) Exhibit 4 – Provisions Required by Federal Law
- 6) Exhibit 5 – NASPO ValuePoint Detailed Sales Report Form

1.2. Any Order placed under this Master Agreement consists of the following documents:

- 1) A Participating Entity’s Participating Addendum (“PA”), substantially in the form attached hereto as Exhibit 2;
- 2) NASPO ValuePoint Master Agreement and its exhibits; and
- 3) A Purchase Order issued against a PA.

1.3. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed in Section 1.2 above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. Notwithstanding any provision to the contrary, unless otherwise agreed by the Contractor in writing, all Purchase Orders issued by a Purchasing Entity shall be governed only by the terms and conditions of this Master Agreement and the applicable Participating Addendum notwithstanding any preprinted language on the Purchase Order or Contractor's acknowledgement thereof.

2. Definitions

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

3. Goods

Contractor may provide and Purchasing Entity may acquire the Goods described in Exhibit 3.

4. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Goods to Purchasing Entities at the discount percentage listed in Exhibit 3. The discount percentage will remain the same (or increase) throughout the term of the Master Agreement, including any renewals. The discount percentage may never decrease.

5. Counterparts

This Master Agreement may be executed in several counterparts, by facsimile or otherwise, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

6. Representations and Warranties

Contractor certifies that the representations, warranties, and certifications contained in Exhibit 1 of the Master Agreement or as set forth elsewhere in the Master Agreement are true and correct as of the Effective Date and with the same effect as though made at the time of execution of the Master Agreement.

7. Governing Law; Jurisdiction and Venue

This Master Agreement is governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum is in the Purchasing Entity's State.

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the Master Agreement or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT AND AN APPLICABLE PARTICIPATING ADDENDUM HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

8. Certifications

By signature on this Master Agreement, 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,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation: i) Those tax laws listed in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property,

operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Contractor is an independent contractor as defined in ORS 670.600.

- The supplied Contractor tax identification number below is true and accurate.

Authorized Signatures:

Contractor:

12/5/2022

Signature and Date: Brian Abromovage

Printed Name and Title: Brian Abromovage Brian Abromovage

Tax ID: 86-2161688



The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services (Lead State)

Signature and Date: Keri Ashford 12/8/2022

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved Pursuant to ORS 291.047

Printed Name and Title and Date Approved: Karen Johnson, Senior. Assistant Attorney General, via email dated 11/16/2023

Matter: 107090-GF1324-21

Exhibit 1

NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

- 1.1 **Acceptance** means acceptance of Goods as set forth in Section 9 of this Master Agreement.
- 1.2 **Contract** means any Order or Purchase Order or other agreed-upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement.
- 1.3 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers Goods under the terms set forth in this Master Agreement.
- 1.4 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.5 **Forced Substitution** means the act of replacing any item with an alternative item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering agency.
- 1.6 **Goods** means supplies, equipment or materials supplied by the Contractor pursuant to this Master Agreement.
- 1.7 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.8 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.9 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.10 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving

reports, as well as other contract administration functions as assigned by the Lead State.

- 1.11 Order or Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order the Goods.
- 1.12 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.13 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.14 Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the RFP as intending to participate. Upon execution of a Participating Addendum, a Participating State becomes a Participating Entity.
- 1.15 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

2. Term of Master Agreement

- 2.1 Initial Term.** The Initial Term of this Master Agreement begins on the Effective Date and ends December 31, 2024. At the Lead State's discretion and by mutual agreement-and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, the term of this Master Agreement may be amended beyond the Initial Term, provided however, the Initial Term and any renewals of the agreement may not exceed 3 years beyond the end date of the Initial Term.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the Initial Term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

3. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 This Master Agreement, including all exhibits thereto;

3.1.3 A Purchase Order issued against the Master Agreement;

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an exhibit or attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

4. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Goods under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed, in accordance with state law.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum, subject to Section 3. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions, and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for

participation are solely within the authority of the respective State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Goods purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: a) payments by employees of a Purchasing Entity for Goods; b) sales of Goods to the general public as surplus property; and c) fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

5. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Goods under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 5.3.1 Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters

during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 5.3.2 Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit 5.
- 5.3.3 Reporting on Personal Use.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Goods for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.
- 5.3.4 Executive Summary.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than the end of the Initial Term after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

6. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** Following the first six (6) months of the Initial Term, Contractor may request unit price increases, for everything other than Category 49, no more than every six (6) months. Contractor must submit a request to the Lead State at least thirty (30) days before the proposed effective date of the increase. The request must show all proposed increases by line item and include supporting documentation acceptable to the Lead State.
- 6.1.2** Paper price changes will be based on the Resource Information Systems, Inc. (RISI) index. Following the first three (3) months of the Initial Term, Contractor may adjust paper prices for approved paper items one time in any given calendar quarter at any time during the calendar quarter. Contractor may only adjust paper prices if the RISI Table 6 (Delivered Printing and Writing Paper Prices for Most Common Transactions) index for such products has changed from the date of the Proposal or from the date of the last approved change, whichever is later. Contractor must give the Lead State thirty (30) days' prior written notice before the effective date of any change in paper prices.
- 6.1.3** No retroactive adjustments to prices or rates will be allowed.

- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one and one half percent (1.5%) per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge provided purchasing card is used at time of order.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Goods under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

7. Ordering

- 7.1 Ordering Methods.** Contractor shall have an online ordering system. The online ordering system must provide each Participating Entity the ability to create specific online order configuration at the agency level (i.e., ordering platforms that allow for agency-specific items to be restricted, orders to route for approval, etc.).

Contractor shall establish and maintain a toll-free telephone number as well as an internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor shall implement a wait time to reach customer service for order placement, order inquiries, delivery inquiries, etc. of less than three (3) minutes.

- 7.2 Website Online Catalog and Ordering Capabilities.** Contractor shall provide an online catalog with help function, order tracking, and related prompts that open automatically to an item's description, part number, catalog price, contract price and photo.

- 7.2.1** The online catalog must include information about all the products that the Master Agreement awardee has been awarded. Master Agreement awardee's online catalog must include the current contract price for all qualifying items and labels identifying products that meet the environmental specifications of this RFP.

Online ordering capability must be available to all Participating Entities within 60 days of the execution of a Participating Addendum.

- 7.2.2** Online orders placed by 4:00 pm in the Purchasing Entity's time zone must qualify for delivery within 2 business days.

Customer service agents and technical support staff must be available to handle all orders and mitigate all order-related technical issues from 8:00 am to 5:00 pm across the nation per the Participating Entity's own time zone for each Participating Entity that has a Participating Addendum. This can be negotiated by each Participating Entity.

- 7.2.3** Contractor's online ordering system must identify the environmental certifications (e.g., ENERGY STAR, Forest Stewardship Council (FSC), Green Seal, UL/EcoLogo, US EPA's Design for Environment (DfE) Recognition, etc.), amount of total and post-consumer recycled content, and/or other environmental attributes of the products consistent with any environmental specifications identified in Request for Proposals S-10700-00001355. Whenever available, the Contractor's ordering system must provide a link to the certification document verifying the environmental attribute(s) of the product

- 7.2.4 Training.** Contractor shall provide training, including instructions for how Participating Entities can use Contractor's online ordering system at no addition cost. This training shall cover, at a minimum, online ordering, product deliver, product returns and customer service processes.

- 7.3 Order Numbers.** Master Agreement and Purchase Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

- 7.4 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

- 7.5 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Goods contemplated by this Master Agreement.

- 7.6 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.7 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.7.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.7.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.7.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.7.4 Notwithstanding the expiration, cancellation, or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.7.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.7.6 If an ordered item is out of stock, Contractor shall notify the Participating Entity for prior approval before substituting the out-of-stock item. The practice of Forced Substitution will not be accepted.

7.8 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.8.1 The Goods being delivered;

7.8.2 A shipping address and other delivery requirements, if any;

7.8.3 A billing address;

7.8.4 Purchasing Entity contact information;

7.8.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.8.6 A not-to-exceed total for the Goods being ordered; and

7.8.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.9 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.10 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

8. Shipping and Delivery

8.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. All emergency and rush deliveries that require special shipping and handling will be at the Participating Entity's expense, with prior approval from the Participating Entity. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of Contractor's error, all shipping costs shall be paid by the Contractor.

All shipments are to be delivered directly to the ordering department/division address of the Participating Entity, unless prior arrangements with the Participating Entity have been made to address other needed shipping locations.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Contractor shall be responsible for filing and expediting all freight claims with carriers. Contractor shall pay title and risk of loss or damage charges.

8.2 Minimum Shipping. There shall be a \$25.00 purchase minimum. Orders that do not comply with such minimum order value will be processed subject to a special handling fee in the amount of \$5.99. Additional freight charges may apply for items exceeding certain attributes regarding weight and/or dimensions, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries. Handling fees and additional freight charges will be clearly identified as separate line items on quotes and invoices. Any order for less than the specified amount is to be shipped with the freight prepaid and

added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Inside Deliveries. To the extent applicable, all deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor’s carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order. Contractor shall comply with all Purchasing Entity’s facility access policies and procedures.

8.4 Packaging. All Goods must be delivered in the manufacturer’s standard package or other packaging of durable construction if less than manufacturer’s standard package is ordered. Costs must include all packing and/or crating charges. Packaging must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each package must be marked with the commodity, brand, quantity, item code number. The Purchasing Entity’s Purchase Order number must appear on every package.

All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:

- Participating Entity Name
- Delivery Address
- Additional Delivery Instructions (floor, room, etc.)
- Contact Name
- Contact Telephone Number

A packing slip must also be included with each shipment, and must include, at a minimum, the following information:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any backordered items
- Unit price and extension
- Number of parcels
- Purchase order number
- Delivery order number
- Ordering individual’s name

All products must be manufactured and packaged under modern sanitary conditions in with federal and state law and standard industry practice.

Each case, bottle and container of cleaning and maintenance chemicals must have the following markings in English:

- Name and address of manufacturer
- Brand name of product
- Net contents in U.S. standard pounds, ounces, gallons, or fluid ounces
- Directions for use, including recommended use dilution and precautionary handling instructions
- Recommended antidotal action, if applicable (English & Spanish)

Packaging must be constructed to assure safe delivery.

Shipments not in accordance with the above will be refused or returned to Contractor, freight collect.

Cleaning products, art supplies and other office products offered under this Master Agreement that contain chemicals that are known by the State of California to cause cancer, birth defects or other reproductive harm must contain a "Proposition 65" warning label on its primary packaging and on the ordering website.

Contractor shall not use polystyrene packing peanuts to fulfill any orders. Other types of difficult-to-recycle packaging such as rigid polystyrene or polyurethane foam, polyvinyl chloride (PVC), or multi-material packaging is strongly discouraged. Contractor is encouraged to minimize the quantity of packaging it uses to deliver products.

Packaging may not contain more than 100 parts per million of lead, cadmium, mercury or hexavalent chromium, which is consistent with the Toxics in Packaging legislation developed by the Council of Northeastern Governors and adopted by at least 19 States. For more information, see <http://www.toxicsinpackaging.org>.

Contractor shall label its environmentally preferable products by including the ecolabels and standards (such as total recycled content and post-consumer recycled content) listed below in the product description in their online ordering system and catalog in order to help Participating Entities easily identify them. Products that do not meet these standards should not be labeled as environmentally preferable (green) products. For example, a product that contains a lower amount of recycled content than the amount listed below may not be labeled as an environmentally preferable product.

Participating Entities reserve the right to add or restrict other products from their Participating Addenda based on environmental health or environmental considerations.

8.5 Recycling Services. Contractor shall provide a system for the collection and recycling of all toner and ink cartridges that is free of charge to Purchasing Entities. Contractor shall also offer free collection and recycling services for rechargeable batteries, which may be through the industry-financed Charge2recycle Program or a similar service.

9. Inspection and Acceptance

9.1 Laws and Regulations. Any and all Goods offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 9 will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Goods are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Goods that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when Goods are put to use.

9.3.2 Acceptance of such Goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Goods rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Goods meet the specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Good is delivered or, if installed by Contractor, the day after the Good is

installed and Contractor certifies that the Good is ready for Acceptance Testing.

9.5.2 If the Good does not meet the specifications, Purchasing Entity may, at its discretion, reject the Good or continue Acceptance Testing on a day-to-day basis until the specifications are met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Good still has not met the specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Good from Contractor at no additional cost to Purchasing Entity; or (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Goods returned pursuant to the section.

9.5.5 No Good will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

10. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section 10 will apply.

10.2 Warranty. The Contractor warrants for a period of 1 year from the date of Acceptance that: (a) the Good performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Good is suitable for the ordinary purposes for which such Good is used, (c) the Good is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Good is designed and manufactured in a commercially reasonable manner, and (e) the Good is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Good whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Good proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made for the non-conforming Goods.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs; however, in no event shall any party be liable for any indirect, incidental, special, punitive or consequential damages, including without limitation damages for lost profits, even if that party has been advised as to the possibility of such damages.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section 9.

11. Title to Goods

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Good free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Good must include an irrevocable and perpetual license to use any Embedded Software in the Good. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Good title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Good, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

12. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against damages including reasonable attorneys' fees and related costs arising out of a third-party claim or cause of action that the Good or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Good with any other product, system, or method, unless the other product, system or method is:

- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates specifically for use in connection with the Good;
 - 12.2.1.2** specified by the Contractor to work with the Good;
 - 12.2.1.3** reasonably required to use the Good in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or
 - 12.2.1.4** reasonably expected to be used in combination with the Good.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all reasonable costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.
- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative insurance requirements in its Participating Addendum.

- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within fifteen calendar days after Contractor is first aware of expiration, cancellation, or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal, or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 13, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Subject to confidentiality agreements between Contractor and third parties, and no more than annually by each entity, Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing Goods under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State within 48 hours if Contractor learns or has reason to believe that any person who has had access to Confidential Information

has violated or intends to violate the confidentiality obligations set forth in this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Notwithstanding anything to the contrary, in no event shall Contractor be liable for any indirect, incidental, special, punitive, or consequential damages, including without limitation damages for lost profits, even if Contractor has been advised as to the possibility of such damages. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to

the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, except that Contractor, without obtaining written consent from Lead State, may subcontract duties under the Master Agreement to those subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Contractor may, with prior written approval of the Lead State, assign the Master Agreement (i) to any of its subsidiaries or affiliates, or (ii) in connection with the transfer or sale of all or substantially all of its business related to the resulting contract.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.3.3 Authorization of Tier/Diversity Partner to act as Contractor's Agent. Notwithstanding any other provision of this Master Agreement or Participating Addendum, Contractor is hereby authorized to engage Tier/Diversity Partner(s) ("Tier 1 Partner") to act as Contractor's authorized agent(s) for purposes of performing the following responsibilities: (i) implementation, (ii) invoicing and billing, (iii) E-commerce interface setup and training, (iv) establishing and maintaining a funds account ("Control Account"), and (v) First-level customer support, including general service issues and addressing questions with any Purchasing Entity.

14.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Goods delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by an event beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation, or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor fails to cure the default within the thirty (30) cure period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.4 Suspension of Contractor's performance; and

14.8.3.5 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State,

Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Exhibit 2 Sample Participating Addendum

Master Agreement #: **PO-10700-00012990**
Contractor: **ODP Business Solutions, LLC**
Participating Entity: **STATE OF [PARTICIPATING STATE]**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:
 - *[Removable Example: Product modifications.]*
 - *[Removable Example: Installation services.]*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]

3. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall

the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	
Address:	
Telephone:	
Fax:	
Email:	

PARTICIPATING ENTITY:

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity Modifications and Additions to the Master Agreement

[Removable Instruction: Check one of the boxes below. If Participating Entity has no changes or additions to the terms and conditions of the Master Agreement, check the first box.]

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

[Removable Instruction: Insert text here to describe any changes or additions to the terms and conditions of the Master Agreement. Indicate which section numbers of the Master Agreement are being modified.]

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: *[Removable Instruction: If applicable, specify if lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating Entity, and include any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]*
6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-

specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

- 7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Removable Instruction: Additional signatures may be added if required by the Participating Entity.]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Exhibit 3
Description of Goods and Discount Rates

Category	Category Description	Discount from List Vendor Catalog	Discount from List Wholesaler Catalog
1	Adhesives, Glues, Glue Sticks, Adhesive Removers	63.00%	48.00%
2	Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets	48.00%	33.00%
3	Archive Boxes, Cardboard Boxes, Storage Containers	61.00%	50.00%
4	Award Frames, Displays, Plaques, Certificates	53.00%	39.00%
5	Badges, Badge Holders, Lanyards	60.00%	45.00%
6	Batteries, Chargers, UPS Power Supply, Surge Protectors, Extension Cords	57.00%	47.00%
7	Binder Clips, Paper Clips, Panel Clips, Push Pins, Thumb Tacks, Safety Pins, Rubber Bands, Scissors, Shears, Cutters, Trimmers, Hole Punches	72.00%	46.00%
8	Binders, Combs, Rings, Splines	65.00%	55.00%
9	Book Cases, Book Shelves	51.00%	37.00%
10	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards, Display Rails	55.00%	36.00%
11	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, "While You Were Out" Books, Forms, Calendars, Deskpads, Refills, Planners	58.00%	46.00%
12	Garbage/Trash Can Liners, Shredder Bags, Recycling Bags	47.00%	40.00%
13	Carts, Hand Trucks	47.00%	32.00%
14	CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Ribbons, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags and Cases	46.00%	31.00%
15	Chair Mats, Door Mats, Floor Mats, Anti-Fatigue Mats	70.00%	50.00%

Category	Category Description	Discount from List Vendor Catalog	Discount from List Wholesaler Catalog
16	Clocks, Hooks, Lamps (Including Desk Lamps and Light Bulbs)	50.00%	36.00%
17	Correction Fluid, Correction Tape, Correction Pens	61.00%	48.00%
18	Food Service Ware (Cups, Spoons, Forks, Plates, Bowls)	55.00%	44.00%
19	Breakroom Cleaners: Dusters, Computer Air Dusters, Wipes, All Purpose Cleaners, Bathroom Cleaners, Disinfectants, Sanitizers, Hand Soaps, Glass Cleaners, Air Fresheners, Dust Pans, Stainless Steel Cleaners, Microfiber Cloths, Kitchen Cleaners, Furniture Cleaners, and Other Cleaning Supplies	50.00%	45.00%
20	Chalk Erasers, Dry Erase Erasers, Chalk, Crayons	58.00%	47.00%
21	Calculators, Digital Voice Recorders, Typewriters, Cameras, Fans, Heaters, Laminators, Shredders, Pencil Sharpeners, Air Cleaners	42.00%	29.00%
22	First Aid, Hand Lotions, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	52.00%	41.00%
23	Headsets, Headset Accessories, Headphones	37.00%	30.00%
24	Ink Pads, Refills, Calculator Ink, Stamps, Calculator Spools, Adding Machine Tape, Cash Register Tape, Wide Format Paper Rolls	63.00%	55.00%
25	Knives, Cutters, Blades, Scrapers	61.00%	49.00%
26	Labels, Label Makers, Label Holders	56.00%	44.00%
27	Mailing Tubes, Mailing Tubs, Packaging, Envelopes, Finger Tips, Finger Tip Covers and Moisteners, Letter Openers, Butcher Paper	67.00%	58.00%
28	Markers, Highlighters, Felt Pens	63.00%	48.00%
29	Mouse, Keyboards, Wrist Rests, Keyboard Pads, mouse Pads, Keyboard Trays	43.00%	30.00%
30	Notebooks, Notepads, Pads of Paper, Sticky Notes	73.00%	58.00%

Category	Category Description	Discount from List Vendor Catalog	Discount from List Wholesaler Catalog
31	Office Organizers, In Boxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, desktop Shelves, Shredders, Bookends	64.00%	49.00%
32	Paper (including Copy Paper, Writing Paper, Stationery, etc.)	75.00%	65.00%
33	Pencils, Pencil Erasers, mechanical Pencils, Lead Refills, Pens, Pen Refills	65.00%	55.00%
34	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles, Measuring Tapes	70.00%	55.00%
35	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape	70.00%	60.00%
36	Signs, Sign Holders, Flyer Holders, Racks, Literature Displays, Name Plates	60.00%	36.00%
37	Staplers, Staples, Staple Removers	65.00%	50.00%
38	Storage Cabinets, Filing Cabinets, File Storage Systems, Rails	51.00%	36.00%
39	Tape, Tape Dispensers, Embossing Tape, Velcro Products	60.00%	50.00%
40	Breakroom Paper Products: Tissues, Paper Towels, Napkins	52.00%	44.00%
41	Toner Cartridges, LaserJet HP Brand Only	45.00%	37.00%
42	All Other HP Brand Toner and Ink Cartridges, Fusers, Kits, Drums and Accessories	42.00%	31.00%
43	Toner and Ink Cartridges, Fusers, Kits, Drums, All Other Brands	35.00%	30.00%
44	Remanufactured and Bio-based Toner and Ink Cartridges	52.00%	50.00%
45	Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches	63.00%	35.00%
46	USB Drives, Flash Memory, Zip Disks	35.00%	18.00%

Category	Category Description	Discount from List Vendor Catalog	Discount from List Wholesaler Catalog
47	"School Supplies": Art Paper, Art Supplies, Construction Paper, Crepe Paper, Paint, Game/Learning Tools	57.00%	50.00%
48	Un-Categorized Spend	42.00%	30.00%

Exhibit 4

Provisions Required by Federal Law

Contractor shall comply with all applicable federal law, regulations, and executive orders, as indicated, and shall require all subcontractors to comply with all applicable federal law, regulations and executive orders including the following. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

1. Equal Employment Opportunity. If this Master Agreement, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Master Agreement, Contractor agrees as follows:

- 1.1** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 1.2** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 1.3** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 1.4** Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5** Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.6** Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.7** In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or with any of the said rules, regulations, or orders, this Master Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 1.8** Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

2. Davis-Bacon Act.

- 2.1.** All transactions regarding this Master Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2.2.** Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 2.3.** Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

- 3.1.** Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Master Agreement.
- 3.2.** Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these Master Agreement clauses.
- 3.3.** A breach of the contract clauses above may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. Contract Work Hours and Safety Standards Act.

- 4.1.** Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.
- 4.2.** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.
- 4.3.** Withholding for unpaid wages and liquidated damages. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Master Agreement or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

5.3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

5.6. Contractor shall report each violation to Agency and understands that Agency will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

5.7. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- 6.3.** The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- 6.4.** The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- 6.4.1.** No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- 6.4.2.** In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
- 6.5.** Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- 6.6.** Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- 7. Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 8. EPA Regulations.** Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.
- 9. Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- 10. Recycled Materials.** In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.
- 11. Energy Efficiency.** Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).
- 12. Byrd Anti-Lobbying Amendment; Truth in Lobbying.** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor’s knowledge and belief that:
- 12.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- 12.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 12.3.** Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

13. HIPAA Compliance. If the work performed under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

- 13.1. Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and the State for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the State's Privacy Rules, OAR 407-014-0000 et. seq., or the State's Notice of Privacy Practices, if done by Purchasing Entity.
- 13.2. Data Transactions Systems.** If Contractor intends to exchange electronic data transactions with Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with the State and shall comply with the State's EDI Rules.
- 13.3. Consultation and Testing.** If Contractor reasonably believes that the Contractor's or the State's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the State's HIPAA officer. Contractor or State may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the State's testing schedule.
- 13.4. If Contractor is deemed to be a business associate of State under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides the State with satisfactory assurances that if it receives from the State or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:**
 - 13.4.1.** Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;
 - 13.4.2.** Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;

- 13.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Contract;
- 13.4.4. Contractor will report to Agency any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;
- 13.4.5. Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;
- 13.4.6. Contractor shall make available to Agency such information as they may require to fulfill their obligations to account for disclosures of such information;
- 13.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the State or trading partner (or created or received by Contractor on behalf of the State or trading partner) available to the State and to the Secretary of the United States Department of Health and Human Services, for purposes of determining the State's or trading partners' compliance with HIPAA; and
- 13.4.8. If feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from the State or trading partners (or created or received by Contractor on behalf of the State or trading partners) that Contractor still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Contract to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Agency agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Agency and trading partners under this Contract.

14. Medicaid Compliance. To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

- 14.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Purchasing Entity, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services;
- 14.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- 14.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- 14.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.
- 14.5. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

15. Substance Abuse Prevention and Treatment and Drug Free Workplace. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

- 15.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

- 15.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- 15.3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 15.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

16. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Agency shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II ¶¶F.

17. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Agency acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

- 18.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 18.2. Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 18.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and
- 18.4. Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

19. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

20. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

21. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

22. Educational Records. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681, et. seq) and the implementing regulations at 6 CFR Part 17 and 44 CFR Part 19.

23. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

24. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

25. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

26. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

27. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

28. Buy American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

29. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

30. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

31. General Provisions. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Agency, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit 5

NASPO ValuePoint Detailed Sales Data Report Form

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
CATEGORY	Product Category
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.99)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information

**AMENDMENT #1 TO
MASTER AGREEMENT #PO-10700-00012990 TO
CORRECT SCRIVENER'S ERROR**

This Amendment #1 is to correct a Scrivener's Error to Master Agreement #PO-10700-00012990 ("**Amendment #1**"), dated as of December 8, 2022, made between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("**DAS PS**"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and ODP Business Solutions, LLC ("**Contractor**"). This Amendment #1 is effective as of December 8, 2022 ("**Amendment #1 Effective Date**").

RECITALS

WHEREAS, DAS PS and Contractor are parties to that certain Master Agreement #PO-10700-00012990, dated as of December 8, 2022, ("**Master Agreement**"); and

WHEREAS, the parties acknowledge and agree that the Master Agreement contains a scrivener's error in that the legal name of Contractor is incorrectly stated as "ODP Business Solutions, Inc.," whereas the correct, legal name of Contractor is "ODP Business Solutions, LLC"; and

WHEREAS, the parties hereto agree that the Master Agreement is amended as stated herein and that this Amendment #1 shall be incorporated into the Master Agreement and made a part thereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. As of the Amendment #1 Effective Date, any reference to "ODP Business Solutions, Inc." in the Master Agreement is hereby amended and restated in its entirety to read as follows: "ODP Business Solutions, LLC".
2. 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 Amendment #1 Effective Date.

[Signatures on Next Page]

Approval Signatures:

ODP Business Solutions, LLC

Federal Tax ID: 86-2161688



Signature and Date: Brian Abromovage 1/30/2023

Printed Name and Title: Brian Abromovage Brian Abromovage

The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

Signature and Date: Keri A. Ashford Digitally signed by Keri A. Ashford Date: 2023.01.30 09:34:13 -08'00'

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047:
Karen Johnson, Senior Assistant Attorney General via email dated 1/26/2023

**AMENDMENT #2 TO
MASTER AGREEMENT #PO-10700-00012990**

This is Amendment #2 to Master Agreement #PO-10700-00012990 (“Amendment #2”), dated as of December 8, 2022, made between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and ODP Business Solutions, LLC (“Contractor”). This Amendment #2 is effective as December 8, 2022.

RECITALS

WHEREAS, DAS PS and Contractor are parties to that certain Master Agreement #PO-10700-00012990, dated as of December 8, 2022, (“Master Agreement”); and

WHEREAS, the parties acknowledge and agree that the special handling fee for orders under \$25.00 does not apply to the NASPO ValuePoint Fee.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

AMENDMENT

Exhibit 1 of the Master Agreement is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

5. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of Goods under the Master Agreement (less any charges for taxes, ~~or shipping~~, **and the special handling fee for Orders under \$25.00**). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor’s response to the Lead State’s solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint

Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor’s compliance with this section is a material term of this Price Agreement, and Contractor’s failure to comply constitutes a breach entitling Agency to terminate this Price Agreement for cause.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price 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 Amendment.

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 305.380(4), 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the day and year last written below.

Approval Signatures:

ODP Business Solutions, LLC
Federal Tax ID: 86-2161688

Signature and Date: Brian Abromovage 3/20/2023

Printed Name and Title: Brian Abromovage VP, BSD



The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

Signature and Date: Keri Ashford 3/20/2023

Printed Name and Title: Keri Ashford, State Procurement Analyst

Approved for Legal Sufficiency Pursuant to ORS 291-047: N/A