

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

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(hereinafter "Contractor")

A n d

State of Alabama
(hereinafter "Participating State/Entity")

Page 1 of 3

1.Scope: This addendum covers the *Office Supplies and Services Master Agreement* led by the State of Oregon for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official. The Participating Addendum Effective Date shall be May 16, 2016.

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

3.Participating State Modifications or Additions to Master Agreement:
See Attachment A for Additional Terms.

4.Lease Agreements: **"Reserved"**

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

Contractor

Name	Pam Pedler
Address	313 Boston Post Road West, Suite 250, Marlborough, MA 01752
Telephone	860-883-9281
Fax	508-485-5515
E-mail	pam.pedler@officedepot.com

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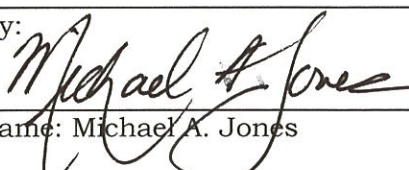
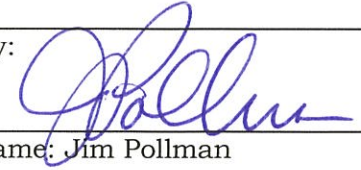
Participating Entity

Name	Jennifer Loretz / Pam Johnson
Address	100 N. Union Street, Ste. 192, Montgomery, AL
Telephone	334-242-7370 / 334-242-4667
Fax	334-242-4419
E-mail	Jenniferloretz@purchasing.alabama.gov / Pam.Johnson(@purchasing.alabamagov

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

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from 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.

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

Participating State/Entity: State of Alabama	Contractor: Office Depot, Inc.
By: 	By: 
Name: Michael A. Jones	Name: Jim Pollman
Title: Director, Division of Purchasing	Title: Vice President
Date: 5/12/16	Date: 5/10/16



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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay(& wsca-nasoo.org)

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

ATTACHMENT "A"
PARTICIPATING ADDENDUM

For: The State of Alabama
Under the NASPO ValuePoint Master Agreement
for Office Supplies & Services

Utilization Reports — Monthly

A utilization report shall be submitted to the Alabama Department of Finance, Division of Accounting and Administration for all state and local government entities purchases providing the following information:

The reports shall be in an Excel format. The reports will provide statistical data on all purchases made from the awarded contract by state and local procurement entities for the reported month. The reports shall be sent electronically (no hard copies required or permitted) to: telecom.adminisd.alabama.gov. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement.

The report shall be detailed; broken down by line item and include the following data:

1. Contract Number
2. Reporting Month and Year
3. Agency or local government entity
4. Commodity description
5. Line item quantity purchased for the reported month for each individual agency or local government entity.
6. Line item dollar amount (volume) purchased for the reported month for each individual agency or local government entity.
7. Subtotals for each category above.
8. Grand totals for each category above.
9. The Administrative Fee Dollar amount paid to the State each reported month.

ADMINISTRATIVE FEE — Monthly

Contractor shall submit a check, in addition to the utilization report, payable to the State of Alabama, for the calculated administrative fee for an amount equal to one percent (1.0%) of total dollar amount for all sales made as stated above for a monthly period. A report is due even when there is no activity. The administrative fee and utilization report will be made on or before the 20th day of each month for the prior month's transactions made. The administrative fee will represent a one time payment for all sales made in the prior month and as adjusted for error corrections associated with earlier month

The administrative fee check should be submitted to the following address:

Alabama Department of Finance
Division of Accounting and Administration
P. O. Box 300658
Montgomery, AL 36130-0658

SPECIAL TERMS AND CONDITIONS

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments such as cities, counties, schools, etc.

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This contract shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Contract vendor(s) must be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov>.

Contract vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491.

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Contractor must have an in-state account manager to answer all end-user questions, set up on-line accounts, and submit quotes for contract items. All calls and emails must be returned within one (1) business day after receiving the call or email from the buying entity. Each awarded vendor must provide the vendor catalog and wholesale catalog, if requested, by the buying entity at no additional charge.

Contractor shall make every effort to "ship complete" all orders. If a partial shipment is necessary, the contractor must contact the end user prior to shipment. The end user will have the option to accept partial shipments, to cancel the order or to accept an alternate in-stock equivalent product. All communications concerning partial shipments must be in writing. All deliveries must be inside delivery. Dock delivery is unacceptable unless agreed by the end user, in writing, prior to delivery. All boxes within the carton must be packed and sealed firmly. Loose items are not acceptable.

Substitutions are not acceptable, unless they are approved by Purchasing and the end user, in writing, prior to delivery. These substitutions must be equal or better than the original item.

The following categories are excluded from this participating addendum: 4, 6, 9, 12, 13, 18, 19, 21 (excludes shredders only), 22, 23, 25, 32, 38, 40-44. Items from Category 48

must have State Purchasing's approval prior to ordering. The State reserves the right to reinstate a category at any time.