

**PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")**

And

**State of Utah
(hereinafter "Participating State/Entity")**

Page 1 of 10

1. **Scope:** This addendum covers the *Digital Print & Quick Copy Services* led by the State of Utah 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 Effective Date of this Participating Addendum shall be August 31, 2016.

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

3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating State/Entity.) The following changes are modifying or supplementing the Master Agreement terms and conditions:

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Participating Addendum, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
- b) **"Contractor"** means the individual or entity delivering the Services identified in this Participating Addendum. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- c) **"Division"** means the State of Utah Division of Purchasing.
- d) **"Eligible User(s)"** means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Participating Addendum.
- e) **"End User Agreement"** means any agreement, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement in which the Eligible Users are required to sign in order to participate in this Participating Addendum.
- f) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Participating Addendum. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Participating Addendum. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- g) **"Proposal"** means Contractor's response to the Solicitation.
- h) **"Solicitation"** means the documents used to obtain Contractor's Proposal.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 2 of 10

- i) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Participating Addendum. "Subcontractors" does not include those parties involved in Contractor's day-to-day business operations, including delivery carriers, manufacturers, and suppliers.
- 2. **GOVERNING LAW AND VENUE:** This Participating Addendum shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Participating Addendum shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
 - 3. **LAWS AND REGULATIONS:** At all times during this Participating Addendum, Contractor and all Services performed under this Participating Addendum will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
 - 4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Participating Addendum. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and Eligible User staff, access to all such records.
 - 5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 - 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System, also known as E-Verify, to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - 3. Contractor's failure to comply with this section will be considered a material breach of this Participating Addendum.
 - 6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
 - 7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Participating Addendum, shall act in an independent capacity and not as officers or employees or agents of the State Entity, the State of Utah, of the Eligible Users.
 - 8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Participating Addendum caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. The parties agree that if there are any limitations of the Contractor's liability,

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 3 of 10

Including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Participating Addendum may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Participating Addendum. Automatic renewals will not apply to this Participating Addendum.
11. **DEBARMENT:** Contractor certifies that it is not presently debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Participating Addendum.
12. **TERMINATION:** Unless otherwise stated in this Participating Addendum, this Participating Addendum may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given thirty (30) days after written notification to correct and cease the violations, after which this Participating Addendum may be terminated for cause immediately. This Participating Addendum may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The Division and the Contractor may terminate this Participating Addendum, in whole or in part, at any time, by mutual agreement in writing.

Contractor shall be compensated for the Services properly performed under this Participating Addendum up to the effective date of the notice of termination. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Participating Addendum for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Participating Addendum.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Participating Addendum may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Participating Addendum; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SALES TAX EXEMPTION:** The Services under this Participating Addendum will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 4 of 10

sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Participating Addendum.

15. **INSURANCE:** Contractor shall at all times during the term of this Participating Addendum, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to the State Entity within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Participating Addendum. Contractor's failure to maintain this insurance requirement for the term of this Participating Addendum will be grounds for immediate termination of this Participating Addendum.
16. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Participating Addendum, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Participating Addendum. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
17. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Participating Addendum, then a copy of the End User Agreement must be attached to this Participating Addendum. The term of the End User Agreement shall not exceed the term of this Participating Addendum, and the End User Agreement will automatically terminate upon the completion or termination of this Participating Addendum. An End User Agreement must reference this Participating Addendum, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Participating Addendum.
18. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Participating Addendum is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
19. **ELIGIBLE USER PARTICIPATION:** Participation under this Participating Addendum by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Participating Addendum.
20. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Participating Addendum will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Participating Addendum. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
21. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Participating Addendum. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
22. **PUBLIC INFORMATION:** Contractor agrees that this Participating Addendum, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Participating Addendum,

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 5 of 10

related purchase orders, related pricing documents, and Invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Participating Addendum, related purchase orders, related pricing documents, and invoices.

23. **DELIVERY:** Time is of the essence for all deliveries made under this Participating Addendum. All deliveries under this Participating Addendum will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Participating Addendum. Contractor shall be responsible for the customary industry standard in packing and shipping the Services.
24. **REPORTS AND FEES:**
1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be 1% and will apply to "Spend" made under this Participating Addendum. "Spend" shall mean purchases made under this Participating Addendum net of taxes, shipping costs, returns, or credits.
 2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting Spend of the State during the associated fee period. The report will show the quantities and Spend by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
 5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Participating Addendum.
25. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Participating Addendum.
26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Participating Addendum prior to acceptance of the Services by the Eligible User.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 6 of 10

to the terms of this Participating Addendum and Master Agreement; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

27. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Services to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Participating Addendum. The prices paid by the Eligible User will be those prices listed in the Master Agreement and this Participating Addendum in Attachment A: Modified Office Depot Cost Schedule, in addition to the Administrative Fee as set forth in subsection 24 above, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). Notwithstanding anything herein to the contrary, in the event a Purchasing Card (major credit card) is used, such will be charged upon shipment of the order. If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor.
29. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Participating Addendum. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Participating Addendum.
30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Participating Addendum shall be in the form of a written amendment to this Participating Addendum, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Participating Addendum. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Participating Addendum.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 7 of 10

The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.

35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Participating Addendum, but specifically manufactured under this Participating Addendum shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **ASSIGNMENT:** Neither party may assign this Participating Addendum without the prior written consent of the other party, except that Contractor may assign this Participating Addendum to any of its subsidiaries or affiliates at any time.
37. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Participating Addendum: (i) Contractor's non-performance of its contractual requirements and obligations under this Participating Addendum and Master Agreement; or (ii) Contractor's material breach of any term or condition of this Participating Addendum. The Division may issue a written notice of default providing a thirty (30) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Participating Addendum; (iii) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (iv) demand a full refund of any payment that an Eligible User has made to Contractor under this Participating Addendum for Services that do not conform to this Participating Addendum.
38. **FORCE MAJEURE:** Neither party to this Participating Addendum will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Participating Addendum after determining such delay will prevent successful performance of this Participating Addendum.
39. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Participating Addendum; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Participating Addendum, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Participating Addendum.
40. **PUBLICITY:** Contractor shall submit to the Eligible User for written approval all advertising and publicity matters relating to this Participating Addendum. It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.
41. **PARTICIPATING ADDENDUM INFORMATION:** During the duration of this Participating Addendum the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2484
(hereinafter "Contractor")

And

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

Page 8 of 10

Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Participating Addendum to inquire about Contractor's job vacancies.

42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
43. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Participating Addendum, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
45. **LOCAL WAREHOUSE AND DISTRIBUTION:** If required under the Solicitation, Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor 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.
46. **SURVIVAL OF TERMS:** Termination or expiration of this Participating Addendum shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Participating Addendum with respect to any default of this Participating Addendum or defect in the Services that has not been cured.
47. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Participating Addendum shall not affect the validity or enforceability of any other provision, term, or condition of this Participating Addendum, which shall remain in full force and effect.

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

Contractor

Name	Pam Pedler, National Account Manager
Address	40 Overhill Rd, Warren RI 02885
Telephone	860-883-9281
Fax	
E-mail	pam.pedler@officedepot.com

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 9 of 10



Participating State/Entity

Name	Solomon Kingston
Address	3160 State Office Building, Capitol Hill PO Box 141061, Salt Lake City, Utah 84114-1061
Telephone	801-538-3228
Fax	801-538-3882
E-mail	skingston@utah.gov

5. Subcontractors: This section is not applicable, as Contractor is not using dealers or resellers.

6. Orders: Any Order placed by a Participating State/Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or other terms and conditions apply, as set forth in section 3. herein.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating State/Entity: State of Utah	Contractor: Office Depot, Inc.
By: 	By: 
Name: Chris Hughes	Name: CHRIS MC-ENTEE
Title: Assistant Director	Title: Regional Vice President
Date: 8/24/14	Date: 8-23-16

[Additional signatures as required by Participating State/Entity]



PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print & Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PD2454
(hereinafter "Contractor")

And

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

Page 10 of 10

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Shannon Berry
Telephone	775-720-3404
E-mail	sberry@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]

ATTACHMENT A – MODIFIED OFFICE DEPOT COST SCHEDULE

UTAH PARTICIPATING ADDENDUM - DIGITAL PRINT AND QUICK COPY SERVICES

Definitions - The following definitions are to be used in relation to Pricing under this contract:

“Body Copy” – means printing on the main sheet of a tab divider. Body copy does not include printing on the tab portion of the divider.

“Coated Cover” – means all matte, dull, satin, or gloss coated cover stock of any color with an 80 to 100-pound basis weight. This category also includes C1S and C2S cast-coated enamel stock.

“Coated Text” – means all matte, dull, satin, or gloss coated text stock of any color with a 60 to 100-pound basis weight.

“Color Copies” – means digital or analog photocopies using CMYK toner on paper.

“Customer Furnished Stock” – means paper that is furnished by the Customer.

“File Copying” – means photocopying services that require more labor to produce than standard black-and-white photocopies. File Copying includes the following categories:

Grade A: Litigation Standard – Originals are large rubber-banded sections or loose documents of straight copy. Originals are one-sided, in excellent condition, and on the same size paper with no staples, clips, or folder tabs.

Grade B: Litigation Light – Originals consist of large stapled or clipped sections. Occasional small sections of stapled or clipped documents may be mixed in, but not to the extent of slowing down copy output. All two-sided work that would otherwise be Grade A copying is included in this category, even if it is straight copy. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade A.

Grade C: Litigation Medium – Originals are mainly composed of stapled or clipped sections of letter and legal size, with generally no fewer than five or six pages per staple or clip. This grade also includes binders that require removal and reinsertion of pages. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade B.

Grade D: Litigation Heavy – Originals are like those described in Grade C, but also include small stapled and clipped sections of five or fewer pages and mixed sizes of originals, such as receipts, envelopes, statements, etc. Originals may have multiple sticky notes to be removed and replaced. These additional variables require more handling and organization, which lowers the number of copies per hour that can be produced. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade C.

Grade E: Glass Work – Originals require greater than fifty percent (50%) hand placement on glass, such as receipts, statements, checks, envelopes, and odd-sized

originals, or are of extremely poor quality that require extensive handling on a page-by-page basis. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade D.

"Inline" – means binding or other finishing performed automatically by a printing device as the document is copied.

"Side stitch" – means stapling a document twice at the left edge.

"Standard Black-and-White Copies" – means photocopies that use black toner on paper and require little labor to produce.

"Tabs" – means paper dividers with no Mylar or other protective coating.

"Transparencies" – means photocopies in either black or CMYK toner on a clear plastic substrate.

"Uncoated Cover" – means all uncoated cover stock with a 65 to 100-pound basis weight, and 110-pound index stock. This category includes all colors and finishes of cover-weight paper, including smooth, vellum, felt, linen, and laid.

"Uncoated Text" – means all uncoated text and book stock with a 60 to 100-pound basis weight, and 90-pound index stock. This category includes all colors and finishes of uncoated text-weight paper, including résumé paper and Astrobrights text.

"Value-added Services" – means services within the scope of this contract as offered by the Vendor that provide additional convenience and/or functionality for Customers who purchase services under this RFP. Examples of value-added services include, but are not limited to, secure production facilities for sensitive materials, etc.

1. Mandatory Services

1.1. Standard Black-and-White copies (MANDATORY): * "Retail Price" is the sell price available to the public in our retail stores and could vary by geographic locations.**

Size	Paper Type	***Standard Retail Price per Single-Sided Impression	PROPOSED PRICE per Single-Sided Impression	***Standard Retail Price per Double-Sided Impression	PROPOSED PRICE per Double-Sided Impression
8.5 x 11	20# Bond - White	.10	.022	.20	.04
8.5 x 11	20# Bond - White, 3-hole Punch	.11	.023	.21	.041
8.5 x 11	20# Bond - Color	.12	.03	.22	.055
8.5 x 11	Uncoated Text, All Types	.14	.05	.24	.07
8.5 x 11	Coated Text, All Types	.32	.09	.42	.09
8.5 x 11	Uncoated Cover, All Types	.16	.07	.26	.085
8.5 x 11	Coated Cover, All Types	.37	.11	.47	.11
8.5 x 11	Customer Furnished Stock	N/A	.022	N/A	.04
8.5 x 11	Carbonless 2-part (Black Imprint)	.25	.10	.44	.12
8.5 x 11	Carbonless 3-part (Black Imprint)	.35	.15	.64	.17
8.5 x 11	Carbonless 4-part (Black Imprint)	.45	.25	.84	.27
8.5 x 14	20# Bond – White	.10	.022	.20	.04
8.5 x 14	20# Bond – Color	.12	.031	.22	.055
8.5 x 14	Uncoated Text, All Colors	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Coated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Uncoated Cover, All Colors	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Coated Cover, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Customer Furnished Stock	N/A	.022	N/A	.04
11 x 17	20# Bond – White	.20	.04	.40	.08

11 x 17	20# Bond – Color	.12	.03	.22	.055
11 x 17	Uncoated Text, All Colors	.25	.05	.45	.07
11 x 17	Coated Text, All Types	.60	.32	.80	.34
11 x 17	Uncoated Cover, All Colors	.35	.13	.45	.19
11 x 17	Coated Cover, All Types	.65	.38	.85	.42
11 x 17	Customer Furnished Stock	N/A	.04	N/A	.08
12 x 18	20# Bond – White	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	20# Bond – Color	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Uncoated Text, All Colors	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Coated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Uncoated Cover, All Colors	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Coated Cover, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Customer Furnished Stock	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE

1.2. Color copies (MANDATORY):

Size	Paper Type	Standard Retail Price per Single-Sided Impression	PROPOSED PRICE per Single-Sided Impression	Standard Retail Price per Double-Sided Impression	PROPOSED PRICE per Double-Sided Impression
8.5 x 11	24# Laser* - White	.59	.21	1.18	.38
8.5 x 11	Uncoated Text, All Types	.63	.24	1.22	.41
8.5 x 11	Coated Text, All Types	.81	.36	1.40	.53
8.5 x 11	Uncoated Cover, All Types	.64	.255	1.23	.425
8.5 x 11	Coated Cover, All Types	.84	.40	1.77	.57
8.5 x 11	Customer Furnished Stock	N/A	.21	N/A	.38

8.5 x 14	24# Laser - White	.59	.21	1.18	.38
8.5 x 14	Uncoated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Coated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Uncoated Cover, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Coated Cover, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
8.5 x 14	Customer Furnished Stock	N/A	.21	N/A	.38
11 x 17	24# Laser* - White	1.18	.42	1.36	.76
11 x 17	Uncoated Text, All Types	1.23	.45	1.41	.79
11 x 17	Coated Text, All Types	1.58	.72	1.76	1.06
11 x 17	Uncoated Cover, All Types	1.33	.53	1.51	.87
11 x 17	Coated Cover, All Types	1.67	.76	1.85	1.10
11 x 17	Customer Furnished Stock	N/A	.42	N/A	.76
12 x 18	24# Laser* - White	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Uncoated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Coated Text, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Uncoated Cover, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Coated Cover, All Types	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE
12 x 18	Customer Furnished Stock	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE	CUSTOM QUOTE

*60# Uncoated Text is acceptable in this category.

1.3. Binding

All Prices proposed in this section are for binding only. The price for cardstock covers are listed separately as the price for black-and-white or color copies on cover stock.

Binding Type	Standard Retail Price per Book	PROPOSED PRICE per Book
Staple Upper Left/Right	.02	.01
Side stitch	.05	.02
Saddle stitch – Inline, 5.5. x 8.5 Finished Size	.35	.11
Saddle stitch – Manual, 5.5. x 8.5 Finished Size	.35	.11
Saddle stitch – Inline, 8.5 x 11 Finished Size	.35	.11
Saddle stitch – Manual, 8.5 x 11 Finished Size	.35	.11

1.4. Envelope

All Prices proposed in this section are for plain paper, white, gummed flap stock printing only.

Envelope Size	Standard Retail Price Per Standard Full Panel Design Envelope	PROPOSED PRICE per Standard Full Panel Design Envelope	Standard Retail Price per Window Envelope (where applicable)	PROPOSED PRICE per Window Envelope (where applicable)
#10	N/A	N/A	N/A	N/A
A2	N/A	N/A	N/A	N/A
6" x 9"	N/A	N/A	N/A	N/A
#9	N/A	N/A	N/A	N/A
6 ¾"	N/A	N/A	N/A	N/A
5" x 7"	N/A	N/A	N/A	N/A
6" x 9" Catalog	N/A	N/A	N/A	N/A
9" x 12" Catalog	N/A	N/A	N/A	N/A
10" x 13" Catalog	N/A	N/A	N/A	N/A

1.5. Lamination Services

Thickness	Standard Retail Price per Pouch (letter size)	PROPOSED PRICE per Pouch (letter size)	Standard Retail Price per Sq. Foot (Presentation Graphics)	PROPOSED PRICE per Sq. Foot (Presentation Graphics)
3 mil	N/A	N/A	1.99	1.49
5 mil	1.49	1.12	N/A	N/A
7 mil	N/A	N/A	N/A	N/A
10 mil	2.49	1.87	N/A	N/A

1.6. Recycled content

Paper	Total Recycled Fiber Content	Post-consumer Recycled Fiber Content	Process Chlorine Free? Y or N	Additional Information Include Brightness	Additional Cost if any for recycled
20# Bond - White	0 %	0 %	Y	92 brightness, acid free	\$.03 retail
20# Bond - Color	30 %	30%	Y	N/A	N/A
24# Laser - White	0%	0%	Y	98 brightness	N/A
65# Uncoated Cover - White	20 %	20 %	Y	98 brightness	N/A

2. Optional Services

2.1. Oversize Copies (OPTIONAL):

Max. Size	Type	Standard Retail Price per Impression	PROPOSED PRICE per Impression
24 x 36	Black-and-white	24.99	18.74
24 x 36	Color	24.99	18.74
24 x 36	Blueprint	2.89	2.17

2.2. File Copying (OPTIONAL):

Please see *Definitions* for an explanation of File Copying Grades.

Grade	Description	Standard Retail Price per Impression	PROPOSED PRICE per Impression	Additional Costs if Any
Grade A	Litigation Standard	CUSTOM QUOTE	CUSTOM QUOTE	
Grade B	Litigation Light	CUSTOM QUOTE	CUSTOM QUOTE	
Grade C	Litigation Medium	CUSTOM QUOTE	CUSTOM QUOTE	
Grade D	Litigation Heavy	CUSTOM QUOTE	CUSTOM QUOTE	
Grade E	Litigation Glass Work	CUSTOM QUOTE	CUSTOM QUOTE	

2.3. Transparencies (OPTIONAL):

Size	Copy Type	Standard Retail Price per Impression	PROPOSED PRICE per Impression
8.5 x 11	Black-and-white	.50	.38
8.5 x 11	Color	1.49	1.12
11 x 17	Black-and-white	N/A	N/A
11 x 17	Color	N/A	N/A

2.4. Tabs (OPTIONAL):

Description	Type of Printing on Tab	Standard Retail Price per Tab	PROPOSED PRICE per Tab
Standard White Paper, No Body Copy	Black-and-white, One Side	.79 bank of 5	.59 bank of 5
Standard White Paper, No Body Copy	Black-and-white, Two Sides	CUSTOM QUOTE	CUSTOM QUOTE
Standard White Paper, No Body Copy	Color, One Side	CUSTOM QUOTE	CUSTOM QUOTE
Standard White Paper, No Body Copy	Color, Two Sides	CUSTOM QUOTE	CUSTOM QUOTE

2.5. Optional Binding (OPTIONAL):

All Prices proposed in this section are for binding only. The price for cardstock covers are listed separately as the price for black-and-white or color copies on cover stock.

Binding Type	Standard Retail Price per Book	PROPOSED PRICE per Book
Pad	.60	.45
Pad with Chipboard Backing	.60	.45
Tape/Thermal Bind – Inline, Small	1.89	1.19
Tape/Thermal Bind – Inline, Medium	1.99	1.29
Tape/Thermal Bind – Inline, Large	1.99	1.29
Tape/Thermal Bind – Manual, Small	1.89	1.19
Tape/Thermal Bind – Manual, Medium	1.99	1.29
Tape/Thermal Bind – Manual, Large	1.99	1.29
Comb Bind – Small	1.89	1.29
Comb Bind – Medium	1.99	1.39
Comb Bind – Large	1.99	1.39
Spiral/Coil Bind – Small	2.79	1.29
Spiral/Coil Bind – Medium	3.19	1.39
Spiral/Coil Bind – Large	3.19	1.39
Other (specify): Perfect Binding	5.99	1.05