

**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")

And

STATE OF WYOMING

(hereinafter "Participating State/Entity")

Page 1 of 5

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 Effective Date of this Participating Addendum shall be July 1, 2017. This Participating Addendum will terminate upon termination or expiration of the PA5737 Master Agreement. Either party can terminate this Participating Addendum without cause upon thirty (30) days written notice to the other party.

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:**

(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.

This Participating Addendum, consisting of ten (10) pages, including Attachment A, Wyoming General Conditions, consisting of five (5) pages; and the State of Oregon NASPO ValuePoint Master Price Agreement, Number PA5737 consisting of one hundred forty-four (144) pages, (the Master Agreement) set forth the entire Agreement between the parties with respect to the subject matter of all previous

**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")

And

STATE OF WYOMING

(hereinafter "Participating State/Entity")

Page 2 of 5

communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions of this Agreement shall not be added to or incorporated into this Agreement by any subsequent purchase order or otherwise, and any such attempt to incorporate such terms and conditions are hereby rejected. In the event of a conflict or inconsistency between the language of this Participating Addendum and the language of the Master Agreement or any attachment or document incorporated by reference, the language of this Participating Addendum shall control.

4. Lease Agreements: Reserved

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

Contractor

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

Participating Entity

Name	Debi Walker, State of Wyoming, Administrative & Information, General Services, Procurement
Address	700 West 21 st Street, Cheyenne, WY 82002
Telephone	307-777-6707
Fax	307-777-5852
E-mail	debi.walker@wyo.gov

**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")

And

STATE OF WYOMING

(hereinafter "Participating State/Entity")

Page 3 of 5

6. **Subcontractors:** All Office Depot, Inc. dealers and resellers authorized in the State of Wyoming, 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.

The remainder of this page was intentionally left blank.

**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")

And

STATE OF WYOMING

(hereinafter "Participating State/Entity")

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



Participating State: State of Wyoming, Administration & Information, General Services, Procurement	Contractor: Office Depot, Inc.
By: <i>Debi Walker</i>	By: <i>Chris McEntee</i>
Name: <i>Debi Walker</i>	Name: <i>Vice President</i>
Title: <i>Senior Buyer</i>	Title: <i>6-13-17</i>
Date: <i>6-14-17</i>	Date:

State of Wyoming, Attorney General Approved as to form	State of Wyoming, Administration & Information
By: <i>Tyler M. Renner #167190</i>	By: <i>Dean Fausset</i>
Name: Tyler M. Renner	Name: Dean Fausset
Title: Assistant Attorney General	Title: Director
Date: <i>May 31, 2017</i>	Date: <i>6-15-17</i>

**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")

And

STATE OF WYOMING
(hereinafter "Participating State/Entity")

Page 5 of 5

State of Wyoming, Administration & Information General Services
By: 
Name: Rich Merrill
Title: Division Administrator
Date: 6/14/2017

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.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
Wyoming General Conditions

This Attachment A, Wyoming General Conditions, supplements and replaces terms and conditions contained in the State of Oregon's NASPO ValuePoint Master Agreement Number PA5737, dated December 19, 2014, and Participating Addendum for WSCA-NASPO Cooperative Purchasing Program Office Supplies & Services, Toner, Paper, Recycled Content/Green Products and other miscellaneous products (collectively referred to as "Participating Addendum") entered into between Office Depot, Inc. ("Contractor") and the State of Wyoming ("State"). In the event of any inconsistencies between the terms and conditions contained in the Participating Addendum and this Attachment A, the terms and conditions in this Attachment A shall control and shall supersede and replace the terms contained in the Participating Addendum.

The following General Conditions are made part of the Participating Addendum:

General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Addendum which are mutually agreed upon by the parties to this Participating Addendum shall be incorporated by written instrument, executed and signed by all parties to this Participating Addendum.

B. Applicable Law, Rules of Construction, and Venue. The construction, interpretation, and enforcement of this Participating Addendum shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Participating Addendum as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Participating Addendum and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assumption of Risk. The Contractor shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to Contractor's failure to comply with state or federal requirements. The State shall notify the Contractor of any state or federal determination of noncompliance.

D. Availability of Funds. Each payment obligation of the State is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Participating Addendum may be terminated by the State at the end of the period for which the funds are available. The State shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. Award of Related Contracts. The State may undertake or award supplemental or successor contracts for work related to this Participating Addendum. The Contractor shall cooperate fully with other contractors and the State in all such cases.

F. Extensions. Nothing in this Participating Addendum shall be interpreted or deemed to create an expectation that this Addendum will be extended beyond the term described herein. Any extension of this Participating Addendum shall be initiated by the State, and shall be effective only after it is reduced to writing and executed by all parties to the Participating Addendum. Any Participating Addendum to extend this Participating Addendum shall include, but not necessarily be limited to: an unambiguous identification of the Participating Addendum being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Participating Addendum shall, unless explicitly delineated in the exception, remain as they were in the original Participating Addendum; and, if the duties of either party will be different during the extension than they were under the original Participating Addendum, a detailed description of those duties.

G. Indemnification. The Contractor shall release, indemnify, and hold harmless the State, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of Contractor's negligence or other tortious conduct.

H. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Addendum, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Participating Addendum, the Contractor shall be free from control or direction over the details of the performance of services under this Participating Addendum. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Participating Addendum, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Participating Addendum. Nothing in this Participating Addendum shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the State, or to incur any obligation of any kind on the behalf of the State of Wyoming or the State. The Participating Addendum agrees that no health/hospitalization benefits, workers' compensation or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Participating Addendum.

I. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Participating Addendum, nor were

any fees, commissions, gifts, or other considerations made contingent upon the award of this Participating Addendum. If the Contractor breaches or violates this warranty, the State may, at its discretion, terminate this Participating Addendum without liability to the State, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

J. Nondiscrimination. The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of sex, color, race, religion, national origin or disability in connection with the performance of this Participating Addendum.

K. Notices. All notices arising out of, or from, the provisions of this Participating Addendum shall be in writing and given to the parties at the address provided under this Participating Addendum by regular mail.

L. Notice of Sale or Transfer. The Contractor shall provide the State with notice of any proposed sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Participating Addendum and, when possible and lawful, in advance of the transaction. If the State determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Participating Addendum, then the State may, at its discretion, terminate or renegotiate the Participating Addendum.

M. Not Used as Collateral. Contractor shall not use this Participating Addendum, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the State.

N. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the State for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

O Prior Approval. This Participating Addendum shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Participating Addendum has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information, and approved by the Governor of the State of Wyoming if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

P. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the State as the sponsoring State and shall not be released without prior written approval from the State.

Q. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming expressly reserves sovereign immunity by entering into this Participating Addendum and specifically retains all immunities and defenses available to it as a sovereign. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Contractor, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Participating Addendum, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Participating Addendum shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

R. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

S. Termination of Addendum. This Participating Addendum may be terminated, without cause, by the State upon thirty (30) days written notice. This Participating Addendum may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Participating Addendum except for those beneficiary rights allowable under this Participating Addendum.

T. Third Party Beneficiary Rights. Except for those third party beneficiary rights allowable under this Participating Addendum, the parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Participating Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Participating Addendum shall operate only between the parties to this Participating Addendum, and shall inure solely to the benefit of the parties to this Participating Addendum. The provisions of this Participating Addendum are intended only to assist the parties in determining and performing their obligations under this Participating Addendum.

U. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Participating Addendum.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK