

**PARTICIPATING ADDENDUM**

**EXECUTION COPY**

**AMENDMENT #1**

[hereinafter "Amendment"]

For

**NASPO VALUEPOINT OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-Content/Green Products and Other Miscellaneous Product CONTRACT  
MASTER PRICE AGREEMENT NUMBER 5737**

Between

**Office Depot, Inc.**

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "Participating State"]

(Participating State Contract Number: 8299)

**1. AMENDMENTS**

All provisions of the original Participating Addendum resulting from the Master Agreement and the State of Nevada remain in full force and effect with the exception of the following:

The following paragraphs will be added to Section #3:

**1.1 Administrative Fee:**

- 1.1.1 Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter beginning July 1, 2017, or the date of execution of this amendment, whichever is later.
- 1.1.2 All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.
- 1.1.3 The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end (refer the schedule below).

1.1.4 Templates for the required quarterly reports listed below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: [nvpurch@admin.nv.gov](mailto:nvpurch@admin.nv.gov)

## 1.2 Nevada Good of the State Quarterly Administrative Fee Report:

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

## 1.3 Nevada Good of the State Quarterly Usage Report:

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract
Contract Name	
Contract Number	Master Contract Number on Page 1 of this document
Report Contact	Name of person completing the report on behalf of the contractor
Contact Phone	Phone number for the person completing the report
Contact Email	Email address of the person completing the report
Date Submitted	Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract
Entity Type	Indicate the type of entity making the purchase: S for state agency E for university and community college system L for Legislative Counsel Bureau P for political subdivisions O for other authorized entities
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name
Purchase Description	Description of the product or service purchased
Work Plan/Contract Number	Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If procurement card is used, enter "PCard"
Work Plan/Contract Line Item	Line item number on the Work Plan/Contract
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price	Unit price charged (excluding credits) for the product or

	service purchased
Extended Price	Total price—quantity delivered x unit price charged

**1.4 Fee Payment and Report Schedule:**

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

<b>Period End</b>	<b>Report Due</b>
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

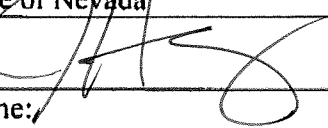

**1.5 Report Modifications:**

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

**1.6 Timely Reports and Fees:**

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor will be in material breach of this contract.

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

Participating State: State of Nevada	Contractor: OFFICE DEPOT
By: 	By: 
Name: Jeffrey Haag	Name: CHRIS M'ENTEE
Title: Administrator	Title: Regional Vice President
Date: 7-12-2017	Date: 7-11-17



**PARTICIPATING ADDENDUM      EXECUTION COPY**  
**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

Nevada Department of Administration, Purchasing Division  
(hereinafter "Participating State/Entity")

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

2. Participation: Use of specific WSCA-NASPO 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.)

3.1 **INDIVIDUAL CUSTOMER**: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this participating addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fee, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3.2 **EFFECTIVE DATE**: This Contract/Participating Addendum shall not become effective until full execution by the participating entity.

3.3 **CONSIDERATION**: The parties agree that the Contractor will provide the services and goods as specified in this participating addendum at a cost as outlined in the Oregon master contract with a not to exceed dollar value of \$6,000,000.00

4. Lease Agreements: Leasing IS NOT authorized under this Master Agreement.

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

Contractor

Name	Timothy Burgett
Address	4690 Geneva Street Denver, CO 80239
Telephone	303 638 7515
Fax	303-459-8204
E-mail	Timothy.burgett@officedepot.com

Participating Entity

Name	Sharon Knigge, Buyer
Address	515 East Musser Street, 3 <sup>rd</sup> Floor
Telephone	775.684.0177
Fax	775.684.0177
E-mail	sknigge@purchasing.state.nv.us

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

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Participating State: Nevada	Contractor: Office Depot, Inc.
By: <i>Kimberlee Tarter</i>	By: <i>Tim Burgett</i>
Name: <i>Kimberlee Tarter</i>	Name: Timothy Burgett
Title: <i>Deputy Admin</i>	Title: VP
Date: <i>1/22/15</i>	Date: <i>1/14/15</i>



[Additional signatures as required by Participating State]

Check the Box if Participating State/Entity is an existing customer purchasing from the OfficeMax platform

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

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**[PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and**  
**posting in appropriate data bases]**