

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 ALABAMA**

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.

Exclusions:

The following categories are excluded from this participating addendum: 4-award frames, displays, plaques, certificates (excludes paper certificates only); 6-batteries, chargers, UPS power supply, surge protectors, extension cords; 9-book cases, book shelves; 12-garbage/trash can liners, shredder bags, recycling bags; 13-carts, hand trucks; 16-clocks, hooks, lamps (excludes lamps and light bulbs only); 18-food service ware; 19-breakroom cleaners; 21-calculators, digital voice recorders, typewriters, cameras (simple point and shoot only), fans, heaters, laminators, shredders, pencil sharpeners, air cleaners, projectors, fax machines, wireless presenters, laser pointers, letter folders (excludes fans, heaters, shredders only); 22-first aid, hand lotions, hand sanitizers, pain relief, gloves, safety supplies; 23-headsets, headset accessories, headphones (excludes any items already available on a statewide contract; i.e. Apple air pods, Poly/Plantronics headsets); 25-knives, cutters, blades, scrapers; 31-office organizers, in boxes, copyholders, pen and pencil holders, wastebaskets, drawers, desktop shelves, shredders, bookends (excludes shredders only); 32-paper; 38-storage cabinets, filing cabinets, file storage systems, rails; 40-breakroom paper products. Items from category 48 must have the Office of the Chief Procurement Officer's approval prior to ordering. The state reserves the right to reinstate a category at any time.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Office Supplies (2023-2028)** 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 currently under the purview of the State of Alabama, Office of the Chief Procurement Officer. State agencies that have their own procurement authority have the option to use this agreement. Institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Alabama also have the option to use this agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

Contractor

Name:	ODP Business Solutions, LLC. Daniel Kee
Address:	6600 North Military Trail, Boca Raton, FL 33496
Telephone:	615-390-3533
Email:	Daniel.kee@odpbusiness.com

Participating Entity

Name:	Kerri Butler
Address:	100 N Union St. Ste 192 Montgomery, AL 36130
Telephone:	334-353-0303
Fax:	334-242-4419
Email:	Kerri.butler@purchasing.alabama.gov

4. 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.

Mandatory Source:

When products or services are available on a statewide contract (master agreement), agencies under the purview of the State Purchasing Director must use the contract(s). State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

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Choice of Law, Venue:

This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

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No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Disclosure Statement:

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.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 1.0% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

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January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment. Payments may be made via a purchasing card with no additional charge provided purchasing card is used at time of order.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the

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other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

5. Lease Agreements: [***“Reserved”***]

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *[Alabama]*, 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.

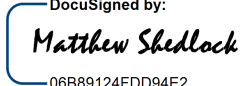
[SIGNATURE PAGE TO FOLLOW]

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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 Alabama	Contractor: ODP BUSINESS SOLUTIONS, LLC
Signature:  0FBC259918EA4DD...	Signature:  06B89124FDD94E2...
Name: Christine Cook	Name: Matthew Shedlock 
Title: Chief Procurement Officer	Title: Vice President
Date: 3/20/2023	Date: 3/20/2023

[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.]