

NASPO ValuePoint

PARTICIPATING ADDENDUM**Office Supplies and Services**

Lead by the State of Oregon

Master Agreement #: **PO-10700-00012990**Participating Addendum #: **NVP23-PO-10700-00012990NH**Contractor: **ODP BUSINESS SOLUTIONS, LLC**Participating Entity: **STATE OF MONTANA (STATE)**

The following products or services are included in this contract portfolio:

- All products that fall in the categories listed in Exhibit 3 of the Master Agreement.

Master Agreement Terms and Conditions:

1. Participation: This Participating Addendum ("PA") covers participation of the State in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within State if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

2. This PA shall become effective as of May 1, 2023, and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

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

Contractor

Name:	Jennifer Jimenez
Address:	6600 North Military Trail, Boca Raton, FL 33496
Telephone:	408-603-9011
Email:	jennifer.jimenez@odpbusiness.com

State of Montana

Name:	Nolan Harris
Address:	125 N. Roberts St., Helena, MT 59601
Telephone:	(406) 444-7210
Email:	coopppurchasing@mt.gov

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4. State Modifications or Additions to The Master Agreement

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions, incorporated herein. Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between State and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

ACCESS AND RETENTION OF RECORDS: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA.). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this PA, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects its subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this PA will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this PA.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, quality, quantities, or specifications of the PA shall be granted without prior written consent of both parties.

FORCE MAJEURE: Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, pandemics, epidemics, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event,

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however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this PA, unless the parties mutually agree that the obligation need not be performed because of the condition.

REDUCTION OF FUNDING: State must terminate this PA if funds are not appropriated or otherwise made available to support State's continuation of performance in a subsequent fiscal period. (Section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The PA or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the PA.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with Sections 35-14-1505, 35-8-1001, and 35-12-1309, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. (Sections 35-8-1001, 35-12-1302, and 35-14-1502, MCA.) To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this PA is illegal and void shall not affect the legality and enforceability of any other provision of the PA, unless the provisions are mutually dependent.

TAX EXEMPTION: State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

STATE OF MONTANA ADMINISTRATIVE FEE: Upon execution of this PA, State will assess an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer.

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REQUIRED REPORTING: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this PA. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after State's quarter end as follows:

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

DELIVERY: Weekends and holidays excepted, deliveries shall be in accordance with the terms and conditions of the Master Agreement. Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of specified delivery;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State or contracting agency at the specified delivery point specified;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

TERMINATION OF CONTRACT: Termination of this PA shall be in accordance with the terms and conditions set forth in the Master Agreement.

CHOICE OF LAW AND VENUE: Montana law governs this PA. The parties agree that any litigation concerning this bid, proposal, or this PA must be brought in the First Judicial District in

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and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in the Master Agreement. (Section 18-1-401, MCA.)

5. Lease Agreements: ***Reserved***

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Montana, as shown on the Contractor's NASPO ValuePoint specific website, are approved to provide sales and service support to participants in the Master Agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing 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 the order.

Federal Terms and Conditions (Non-Construction)

The following terms are incorporated in this PA, which are in addition to the Master Agreement Exhibit 4 Provisions Required by Federal Law, which is incorporated herein.

See Master Agreement, Exhibit 4, sections 1, 4, 5, 7, 7.10, 12, 18, 20, and 27.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.

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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 Montana	Contractor: ODP Business Solutions, LLC
Signature: 	Signature: 
Name: Cheryl Grey	Name: Sharyl Sowers
Title: SFSD Administrator	Title: Vice President, BSD
Date: 6/6/2023	Date: 5/31/2023

Approved as to Legal Content:


 Legal Counsel

6/6/2023

(Date)



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.]