

**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 IOWA**

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. Scope

This Participating Addendum covers the participation of the State of Iowa in the above referenced Master Agreement between the State of Oregon and Contractor for Office Supplies (2022-2027) for use by state agencies and other entities located in the Participating State 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 Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, school districts, and other political subdivisions of the state, and nonprofit organizations within the 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.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

3. Order of Precedence

1. The State of Iowa Participating Addendum ("PA");
2. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
3. The Lead Agency's Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including

terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Term

This Participating Addendum shall become effective as of the date of 08/01/2023 and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

5. Primary Contacts

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

Contractor: **ODP BUSINESS SOLUTIONS, LLC**

Name:	Carolyn Bonifas
Address:	6600 N Military Trail, Boca Raton, FL 33496-2434
Telephone:	734-945-3103
Fax:	n/a
Email:	Carolyn.Bonifas@odpbusiness.com

Participating Entity: **State of Iowa – DAS CSE**

Name:	Julie Janssen
Address:	Hoover Building, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515.240.2698
Email:	Julie.Janssen@iowa.gov

6. 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.

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions: Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

A. Terms

The Participating Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

B. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Participating Addendum shall not restrict the State of Iowa, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organization and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

C. Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under this Participating Addendum, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State of Iowa a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Participating Addendum. In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Participating Addendum, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Participating Addendum to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Participating Addendum and the State of Iowa may cancel, terminate, or suspend, in whole or in part, this Participating Addendum. The State of Iowa may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

D. Subcontractors

All contactors, dealers, and resellers authorized in the State of Iowa, 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.

E. Pricing

Subject to the terms of subsection J below, the Contractor's stated prices on the NASPO ValuePoint Contractor website shall be discounted using the discounts and price lists

approved and agreed to by the NASPO ValuePoint Master Price Agreement. Minimum discounts listed in the price list must be held firm for the duration of the Participating Addendum's term, unless otherwise amended by the Master Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount.

F. Orders

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Participating Addendum shall be deemed to be a sale under the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. Per Section 8.2 of the Master Agreement, there is a minimum purchase amount. Orders less than the minimum are subject to a special handling fee.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Contract #PO-10700-00012990 and the State of Iowa Master Agreement # 24031 on the order.

G. Invoicing

For the duration of the Participating Addendum, all product pricing on invoices submitted to the State of Iowa and political subdivisions shall:

- Not fall short of the discounts quoted on the Pricing List.
- Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, the Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier. Any delivery fees and additional freight charges will be clearly identified as separate line items on quotes and invoices.
- Be verifiable against the manufacturer's then-current retail price list.

H. Payment Terms

Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Notwithstanding the foregoing, payments may be made at the time of order placement via a State or political subdivision "Purchasing Card" with no additional charge.

I. Quarterly Reporting

The Contractor shall submit quarterly reports to the State of Iowa Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. The format for the detailed sales data report is shown in Exhibit 5 of the Master Agreement. The Contractor agrees to provide additional reports to the State of Iowa, if requested, in a format and frequency as mutually agreed by both parties. Send reports to: Julie.Janssen@iowa.gov.

Contractor shall report detailed sales data by:

- Entity/customer type, *e.g.* local government, higher education, K12, non-profit
- Purchasing Entity name
- Purchasing Entity bill-to and ship-to locations
- Purchasing Entity and Contractor Purchase Order identifier/number(s)
- Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices)
- Purchase Order date
- Ship Date
- Line item description, including product number if used

Quarterly Reporting Schedule (Calendar Year)

Quarter 1 (January 1 – March 31)	Report Due: April 30
Quarter 2 (April 1 – June 30)	Report Due: July 31
Quarter 3 (July 1 – September 30)	Report Due: October 31
Quarter 4 (October 1 – December 31)	Report Due: January 31

J. Administrative Fee

The State of Iowa shall be entitled to receive one percent (1.00%) Administrative Fee (“**Fee**”) on all sales made within the State of Iowa against this agreement. In turn, Master Agreement pricing shall be marked up one percent (1.00%) for this Fee. The Fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the Participating Entity, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa – DAS/Central Services Enterprise
Attention: DAS – CSE COO
1305 East Walnut Street
Des Moines, IA 50319

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

Contractor: ODP BUSINESS SOLUTIONS, LLC	Participating Entity: State of Iowa – DAS CSE
Signature: DocuSigned by: <i>Steven Blyth</i>	Signature: DocuSigned by: <i>Julie Janssen</i>
Name: Steven Blyth	Name: Julie Janssen
Title: Senior Vice President of Sales	Title: PURCHASING AGENT III
Date: 8/4/2023	Date: 8/4/2023

