

PARTICIPATING ADDENDUM

WSCA-NASPO COOPERATIVE PURCHASING PROGRAM

OFFICE SUPPLIES AND SERVICES, Toner, Paper, Recycled-Content/Green Products and other Miscellaneous Products

MASTER AGREEMENT

Office Depot/Max

Master Agreement No: PA5737

(hereinafter "Contractor")

And

State of Alaska

(hereinafter "Participating State/Entity")

Participating State/Entity Contract No: WN-2015-OFFICE-0002

1. **Scope:** This addendum covers the Master Agreement for office supplies 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.)

a. **Excluded Products**

All paper products offered through the WSCA-NASPO Office Supplies contract will be made available to executive branch state agencies except for all items listed on the state copier paper contracts, Contract Award #2011-9900-9791-A for Anchorage, Contract Award #2011-9900-9791-B for Fairbanks, and Contract Award #2001-9900-9791-C for Juneau, which is mandatory for executive branch state agencies located in the Anchorage, Fairbanks, and Juneau areas.

Any modifications to the products offered on the state copier paper contracts, or any new state contracts that contain products that shall be excluded will be provided to Contractor by the Participating Entity in writing prior to such items being excluded hereunder. In the event mandatory state copier paper contracts are not in place, executive branch state agencies may purchase copier paper through the WSCA-NASPO Office Supplies contract. Non-executive branch state agencies and political subdivisions (cities, boroughs, school districts, etc.) may purchase copier paper through the WSCA-NASPO Office Supplies contract.

b. Freight Policy

All shipments are F.O.B. Destination, freight prepaid and allowed for all purchasing entities. Master Agreement pricing includes all shipping and delivery costs for deliveries within the Anchorage, Fairbanks, and Juneau areas. The Anchorage, Fairbanks, and Juneau areas are defined as follows:

Anchorage Area: all areas within Anchorage and all surrounding communities, in their entirety, accessible by roadway and within a 50 mile radius of Anchorage city limits.

Fairbanks Area: all areas within Fairbanks and all surrounding communities, in their entirety, accessible by roadway and within a 50 mile radius of Fairbanks city limits.

Juneau Area: all areas accessible by roadway within the boundaries of the City and Borough of Juneau.

Shipping and delivery costs for deliveries outside of the Anchorage and Fairbanks areas must be a pass-through charge. The contractor must pre-pay all shipping and delivery costs and charge back those actual shipping and delivery costs to the agency. The contractor cannot charge the ordering agency any additional cost such as a package or handling fee.

All emergency or rush deliveries that require special shipping and handling will also be at the ordering agency's expense as a pass-through charge, with prior approval from the ordering agency.

All shipping and delivery costs billed to an ordering agency shall be added to an invoice as a separate line item.

c. Freight Component

Notwithstanding the foregoing subsection (b), the contractor may add a 9% surcharge for freight to the Master Agreement pricing for all categories of product set forth in the Master Agreement, Exhibit B, with the exception of categories 41 through 44 (toner supplies). For categories 41 through 44, the contractor may add a 4% surcharge for freight. If a surcharge is added, the applicable net WSCA-NASPO price will be multiplied by the applicable surcharge percentage to determine the net contract price for ordering agencies hereunder.

d. Freight Cost Changes:

In addition to the price adjustments allowed under the Master Agreement, the contractor may adjust the freight component set forth above in subsection (c) quarterly based on transportation costs charged to the contractor by its shipping provider(s). The freight component may be adjusted only upon approval of the DGS contracting officer. Requests for a freight component price adjustment must include written documentation that all of the following conditions exist:

- The increased cost is the result of higher transportation charges being levied against the contractor by its shipping provider(s). This cost increase must be beyond the contractor's direct control

Any increase to the freight charges will only be the result of an increase of direct

freight charges for shipments used to service the Participating Entity's purchases within the State of Alaska. Contractor shall pass through the freight increase that Contractor receives from its freight carrier and shall not charge any additional charges to the State of Alaska within such freight component update. Upon request, Contractor shall provide documentation from the freight carrier demonstrating the increased charge. Price adjustments will not be allowed for the freight component if written documentation is not provided at the time of request. Evidence shall include written documentation of the contractor's transportation costs at the commencement of this Participating Addendum to establish a baseline for future adjustments, as well as evidence of the increase in transportation costs levied to the contractor by its shipping provider(s).

The contractor has a duty to reasonably manage the freight cost to endeavor to keep it as low as possible through such means as volume and weight breaks for large shipments, consolidation of freight for volume and weight breaks with other shipments, use of the most economical transportation modes and the most direct freight routes, use of the most economical common carriers, minimizing handling costs, and other freight cost containment techniques which are prudent and economical. On a quarterly basis, Contractor shall review its transportation costs hereunder and in the event that the transportation costs decrease to an amount that is less than the then current freight component surcharge, Contractor shall decrease the freight component surcharge for the Participating State/Entity in the same manner as freight component increases.

e. Volume/Usage Reports

The contractor must provide a quarterly or yearly volume report to the DGS contracting officer, whichever is requested by the contracting officer. The report must provide information which allows the contracting officer to determine the amount of savings realized under the contract by both state agencies and political subdivisions. The contracting officer may determine what type of information is to be provided by the contractor, provided that such information is non-confidential and non-proprietary.

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

Contractor:

Name	Jim Chatfield
Address	6600 North Military Trail, Boca Raton FL 33496
Telephone	803-781-2970
Fax	803-781-2970
E-mail	jim.chatfield@officedepot.com

Participating Entity:

Name	Jason Grove
Address	State of Alaska, Department of Administration Division of General Services P.O. Box 110210 Juneau, AK 99811-0210
Telephone	(907) 465-5679


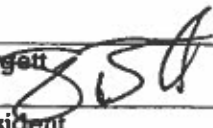
Fax	(907) 465-2189
E-mail	jason.grove@alaska.gov

5. **Subcontractors:** The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State/Entity is not agreeing to and is not responsible for any terms and conditions with a subcontractor. Subcontractor participation will be in accordance with the terms and conditions set forth in the Master Agreement.

6. **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.

This Participating Addendum and Master Agreement number PA5737 (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Alaska	Contractor: Office Depot, Inc.
By: 	By: 
Name: Jason Grove	Name: Tim Burgess
Title: Contracting Officer III	Title: Vice President
Date: 4/10/15	Date: 3/5/15



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