

PARTICIPATING ADDENDUM
NASPO ValuePoint
Digital Print and Quick Copy Services
Administered by the State of Utah (hereinafter "Lead State")

Master Agreement No: PD2454

between

Office Depot, LLC
(hereinafter "Contractor")

and

State of Nevada/99SWC-NV22-10130
(hereinafter "Participating State/Entity")

This Participating Addendum (hereinafter "Participating Addendum") of is made and entered into this March 1, 2022 (hereinafter "Effective Date"), by and between the Participating State/Entity, and Contractor, a Delaware limited liability company, with corporate headquarters located at 6600 North Military Trail, Boca Raton, FL 33496.

W I T N E S S E T H:

WHEREAS, effective as of December 1, 2021, Contractor and Lead State entered into that NASPO ValuePoint Master Agreement Contract No. PD2454 for Digital Print and Quick Copy Services (hereinafter "Master Agreement"), which permits government entities to purchase digital print and quick copy services (hereinafter "Services") in accordance with terms and conditions set forth in the Master Agreement.

WHEREAS, the undersigned representative of Participating State/Entity is authorized, on behalf of Participating State/Entity, to contract with Contractor for the purchase of the Services in accordance with the terms and conditions of the Master Agreement and this Participating Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. **Incorporation of Master Agreement:** The purpose of this Participating Addendum is to allow the Participating State/Entity to purchase the Services led by the State of Utah 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. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including all subsequent amendments thereto. However, to the extent any terms and conditions set forth in the Master Agreement (excepting any terms and conditions relating to price and cost) conflict with any terms and conditions of this Participating Addendum (the "Supplemental Terms"), the Supplemental Terms shall prevail.

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2. **Participation:** Use of specific NASPO ValuePoint 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/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating State/Entity.)

Participating State/Entity to check one box.

☐ No changes to the terms and conditions of the Master Agreement are required

☒ The following Supplemental Terms are modifying or supplementing the Master Agreement terms and conditions.

- 3.1 **Local Governments:** Local governments (as defined in NRS §332.015) (hereinafter "Local Governments") are intended third party beneficiaries of this Participating Addendum and any Local Government may join or use this Participating Addendum or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State of Nevada is not liable for the obligations of any Local Government which joins or uses this Participating Addendum or any contract resulting from this Participating Addendum.
- 3.2 **Requisitions:** All State of Nevada agencies with requisitions over \$5,000.00 will be processed by and through the Nevada Purchasing Division and a purchase order issued, as needed, at the contracted price(s). Local Governments can purchase directly and be billed by Contractor.
- 3.3 **Customer Friendly Catalog:** Contractor must develop, provide, and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing

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Division will work with the Contractor to determine whether a hosted or punchout platform is appropriate.

3.4 Administrative Fee:

- a. Contractor shall pay a quarterly administrative fee in the amount of one percent (1%) of Spend and payable to the "State of Nevada Purchasing Division" (hereinafter "Administrative Fee"). "Spend" shall mean Local Governments' paid-for purchases under this Participating Addendum, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, paper, proprietary items, gift cards and warranties received by the Contractor during the quarter beginning the date of execution of this Participating Addendum.
- b. Applicable Administrative Fees shall not be included on the invoice as an individual line item.
- c. 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.
- d. The Participating State/Entity will not issue an invoice for the Administrative Fee owed to the Participating State/Entity. It is the responsibility of the Contractor to pay the Administrative Fee with no prompting from the Participating State/Entity. Contractor shall pay the Administrative Fee within forty-five (45) days of quarter end (refer to section below).

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e. Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: NVOtlyReport@admin.nv.gov

f. Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify Spend received by the Contractor from state agencies, Local Governments, and other authorized entities that were made pursuant to this Participating Addendum.

g. Nevada Purchasing Division Statewide Contract Quarterly Usage Report:

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.

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Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

Fee Payment and Report Schedule:

Contractor shall pay the Administrative Fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

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

h. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The parties may mutually agree to amend this Participating Addendum to change the timing for submission of the Quarterly Administrative Fee & Usage Report.

i. Timely Reports and Fees:

If the Administrative Fee is not paid and quarterly report is not received by forty-five (45) calendar days of quarter end, the Contractor will be in breach of this Participating Addendum.

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

Contractor: Office Depot, LLC

Name	Paul Dobecki
Address	6600 N. Military Trail, Boca Raton, Florida 33496
Telephone	702-374-6843
E-mail	Paul.Dobecki@officedepot.com

Participating Entity: Nevada

Name	Heather Moon
Address	515 E. Musser Street, Suite 300, Carson City, Nevada 89701
Telephone	775-684-0179
Fax	775-684-0188
E-mail	hmoon@admin.nv.gov

5. **Subcontractors:** All contractors, dealers and resellers authorized in the State of Nevada, as shown on the dedicated Office Depot, LLC NASPO ValuePoint 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.
6. **Assignment.** Neither party may assign this Participating Addendum without the prior written consent of the other party, except that Contractor may assign this Participating Addendum (i) to any of its subsidiaries or affiliates at any time, or (ii) in connection with the transfer or sale of all or substantially all of its business related to this Participating Addendum.
7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed

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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.

8. Capitalized terms not otherwise defined in this Participating Addendum shall have the same meaning as set forth in the Master Agreement. This Participating Addendum may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

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

Participating State: Nevada	Contractor: Office Depot, LLC
By: 	By: 
Name: Kevin D. Doty	Name: Elizabeth Gray
Title: Administrator	Title: Vice President
Date: 3/29/22	Date: 3/9/2022



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**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and posting in
appropriate data bases]**