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NASPO ValuePoint
# PARTICIPATING ADDENDUM

## OFFICE SUPPLIES (2022-2027)
**Led by the State of Oregon**

**EXECUTION COPY**

Master Agreement #: **PO-10700-00012990**

Participating Addendum #: **N-2023-OFFICE-0001**

Contractor: **ODP BUSINESS SOLUTIONS, LLC**

Participating Entity: **STATE OF ALASKA**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

## Scope and Participation:

1. Scope: ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts and may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate a Purchasing Entity's ability to purchase under this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

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

Contractor

| | |
|---|---|
| Name: | ODP Business Solutions, LLC – Senior Key Account Manager, Rob Boyer |
| Address: | 6600 North Military Trail, Boca Raton, FL 33496 |
| Telephone: | 907-202-1277 |
| Email: | Rob.Boyer@odpbusiness.com |

Participating Entity

| | |
|---|---|
| Name: | Ian Martin |
| Address: | 333 Willoughby Ave., Ste. 801, Juneau, AK, 99801 |
| Telephone: | 907-465-5682 |
| Email: | Ian.Martin@alaska.gov |

## 4. Participating Entity Modifications Or Additions To The Master Agreement

☒**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:**

1) **Required Reports:** Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: Purchasing Entity, Purchase made by SOA or other, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

| | |
|---|---|
| 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 |

2) **Administrative Fee:** The contractor shall provide a quarterly administrative fee of one and one-half percent (1.5%) to the State of Alaska. The contractor shall submit a check, payable to the State of Alaska, Department of Administration, Office of Procurement for the calculated amount equal to 1.5% of all "Spend" for the quarterly period. For purposes of this Addendum, "Spend" shall mean the State of Alaska's paid-for purchases 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, gift cards and warranties.

   The contractor must include the PA Number on the check. Checks submitted to the state without the PA Number will be returned to the contractor for the required information.

   Administrative fee checks shall be submitted to:

   State of Alaska

   Department of Administration, Office of Procurement

   PO Box 110214

   Juneau, AK 99811-0214

   ATTN: Ian Martin

   The administrative fee may be included as a one and one-half percent (1.5%) increase to contractor's Master Agreement pricing as amended by the terms of this Addendum. For example, if the Master Agreement price is $100, then the contractor shall adjust the contract price by 1.5% to $101.50 and the administrative fee due to the state shall be $1.50 (1.5% of $100).

   This is the exact method that must be used to calculate the master agreement pricing for the Participating State and the administrative fees due. Under no circumstances may the contractor reduce the discount percentages available under the Master Agreement. The administrative fee shall not be invoiced or charged to an ordering agency or identified on an ordering agency's invoice. Payment of the administrative fee is due irrespective of payment status on any orders.

   Administrative fee checks are due for each quarter as follows:

   Reporting Period Due Date

   State Fiscal Quarter 1 (Jul 1 - Sept 30): Oct 31

   State Fiscal Quarter 2 (Oct 1 - Dec 31): Jan 31

   State Fiscal Quarter 3 (Jan 1 - Mar 31): Apr 30

   State Fiscal Quarter 4 (Apr 1 - Jim 30): Jul 31

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this Addendum.

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.

3) **Non-Appropriation of Funds:** The Contractor acknowledges that the Purchasing Entity cannot contract for the payment of funds not yet appropriated. If funding is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided for a subsequent fiscal year, the Purchasing Entity may terminate this contract or proportionately reduce the services and purchase obligations from the State at the end of the then current fiscal year upon thirty (30) days written notice. In the case that funds are not appropriated for a subsequent fiscal year or are reduced for a subsequent fiscal year, the Purchasing Entity will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the Purchasing Entity will not be liable for any future commitments, penalties, or liquidated damages.

4) **Freight Terms**: All shipments are F.O.B. Destination, freight prepaid and allowed for all purchasing entities. Master Agreement pricing, as amended by the terms of this Addendum, 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 costs to the agency. There shall be a $25.00 purchase minimum. Orders that do not comply with such minimum order value will be processed subject to a special handling fee in the amount of $5.99.

   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.

   Contractor must include a freight cost invoice from the carrier for this cost to be submitted. This cost must be listed on the contractor's invoice as a separate line item. Contractor owns goods in transit to the final destination and is responsible for filing claims,

(if any).
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.

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

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of, Alaska 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.

8. Term: This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as maybe amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

[SIGNATURE PAGE TO FOLLOW]

NASPO ValuePoint
**PARTICIPATING ADDENDUM**

**OFFICE SUPPLIES (2022-2027)**
**Led by the State of Oregon**

NASPO ValuePoint

**EXECUTION COPY**

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

| | |
|---|---|
| Participating Entity: State of Alaska | Contractor: ODP Business Solutions, LLC |
| Signature: | Signature: DocuSigned by: Steven Blyth E71C571BE4D549D... |
| Name: Ian Martin | Name: Steven Blyth ODP LEGAL PHA |
| Title: Contracting Officer II | Title: Senior Vice President |
| Date: 3/15/23 | Date: 3/15/2023 |

*[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.]***