

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

Master Agreement #: PO-10700-00012991

Contractor: **STAPLES CONTRACT & COMMERCIAL, LLC**

Participating Entity: **STATE OF TENNESSEE**

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

- All products that fall in the categories listed in Exhibit 1 of this Participating Addendum.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Office Supplies (2022-2027)* led by the State of Oregon 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 may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement (PO-10700-00012991), as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Chris Newhouse
Address:	82 E. North Canyon Road, Bountiful, UT 84010
Telephone:	(801)543-9867
Fax:	N/a
Email:	Chris.newhouse@staples.com

Participating Entity

Name:	William London
Address:	312 Rosa L. Parks Avenue, Nashville, TN 37243
Telephone:	615-532-1733
Fax:	615-741-0684
Email:	William.London@tn.gov

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5. 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.

A. SCOPE:

A.1 The Contractor shall provide products or services that fall in the categories listed in Exhibit 1 of the Participating Addendum.

A.2. Inspection and Acceptance. Tennessee shall have the right to inspect all goods or services provided under this PA. If, upon inspection, Tennessee determines that the goods or services are defective, Tennessee shall notify Vendor, and Vendor shall re-deliver the goods or provide the services as required under the Warranty provisions (PO-10700-00012991). If after a period of thirty (30) days following delivery of goods or performance of services Tennessee does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by Tennessee.

B. TERM OF CONTRACT:

B.1. This contract shall be effective for the period beginning on February 1, 2026 (“Effective Date”) and ending on June 30, 2027 (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. The State may extend the Term in accordance with the Master Agreement. In no event, however, shall the maximum Term, including all extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Estimated Liability. The total purchases of any goods or services under the PA are not known. The State estimates the purchases during the Term shall be eight million dollars (\$8,000,000) (“Estimated Liability”). This PA does not grant the Vendor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this PA. Subject to the terms and conditions of this PA, the Vendor will only be paid for goods or services provided under this PA after a purchase order is issued to Vendor by the State or as otherwise specified by this PA.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

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- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the Master Agreement, Section 6 Pricing, Payment, & Leasing.
- C.4. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.5. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.6. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
 - a) The Vendor shall complete, sign, and present to Tennessee:
 - (1) An "Authorization Agreement for Automatic Deposit Form" provided by Tennessee. By doing so, the Vendor acknowledges and agrees that, once this form is received by the Tennessee, payments to the Vendor, under this or any other contract the Vendor has with the State of Tennessee, may be made by ACH; and
 - (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the Tennessee. By doing so, the Vendor agrees that payments to the Vendor under this PA may be made using the Tennessee State P-Card and Vendor will provide level III data reporting information.
 - b) The Vendor shall complete, sign, and return to Tennessee the Tennessee-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Vendor's Federal Employer Identification Number or Social Security Number referenced in the Vendor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

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- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated under this PA shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a Party.

State of Tennessee Contract Administrator:

William London, Category Specialist
TN Department of General Services
Central Procurement Office, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
William.London@tn.gov
615-532-1733

Vendor:

Christopher Newhouse 82 E. North Canyon Road Bountiful, UT 84010 801-543-9867
Chris.newhouse@staples.com

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to

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terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. Defer to Master Agreement Exhibit 1, NASPO ValuePoint Master Agreement Terms and Conditions Section 14.3 Assignment/Subcontracts.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Exhibit 2, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

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- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request. For the avoidance of doubt, couriers, deliverers, and/or carriers (i.e., FedEx, UPS, etc.) are not considered subcontractors under this Contract.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Reserved.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

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- D.16. Reserved.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- D.19. Hold Harmless. Notwithstanding Section 12 Indemnification of the Master Agreement. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is Governed by Tenn. Code Ann. § 8-6-106.
- D.20. Reserved.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. Defer to Master Agreement Exhibit 1, NASPO ValuePoint Master Agreement Terms and Conditions, Section 14.10 Debarment.

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- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor’s performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This PA and the Master Agreement, as amended in either respect, are collectively complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties’ agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

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- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this PA, these items shall govern in order of precedence below:
- a. any amendment to this PA, with the latter in time controlling over any earlier amendments;
 - b. this PA with any attachments or exhibits (excluding the item listed as subsection c. below), which includes Exhibit 1 and Exhibit 2), which includes;
 - c. The Master Agreement (PO-10700-00012991) awarded through the State of Oregon RFP S-10700-00001355.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. The State may request a Certificate of Insurance under the same conditions and limits of liability as dictated under Cooperative Purchasing Master Agreement Number PO-10700-00012991, Exhibit 1 NASPO ValuePoint Master Agreement Terms and Conditions, Section 13 Insurance. The State of Tennessee shall be included as an additional insured as regards to General Liability, Umbrella Liability and Automobile Liability coverages prescribed by the aforementioned Master Agreement, to the extent those policies are required and shall be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Any policy premium, deductible, or self-insured retention shall be the sole responsibility of the Contractor.
- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

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As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Information Technology Security Requirements (State Data, Audit, and Other Requirements)

- a "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect State Data as follows:

- (1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State. The contractor will only supply to the State of Tennessee and its agencies removable media that has encryption compliant with Section 14: Cryptography in the Enterprise Information Security Policy (EISP) at https://www.tn.gov/content/dam/tn/finance/sts/security-documents/300-POL-001_EISP%20Policy.pdf.

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- (3) The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to providing documentation supporting the security controls and posture of the Contractor. Upon reasonable request, and no more than once (1) annually, Contractor will provide, (a) a completed Standardized Information Gathering (SIG) Questionnaire or substantially similar self-assessment summarizing Contractor's information security controls; and (b) a copy of Contractor's PCI DSS Attestation of Compliance (AOC), which is audited and validated by a Qualified Security Assessor (QSA)..
- (4) The Contractor and Contractor's processing environment and information technology structure containing Confidential State Data shall be in accordance with the National Institute of Standards and Technology, NIST CSF. Contractor and Contractor's shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST CSF, "Cyber Security Framework," as amended from time to time. Upon reasonable request, and no more than once (1) annually, Contractor and Contractor's shall provide the State with the proper documentation related to the adherence to the NIST CSF Framework. The State agency may request and conduct an annual NIST compliance audit upon sixty (60) days prior written request, at a mutually convenient date and time, using a standardized approach to security assessment, authorization, and continuous monitoring for provided services, and may validate that the Contractor and Contractor's meets the applicable NIST standards. Information technology "Infrastructure" shall mean the Contractor and Contractor's in-scope collection of hardware, software, networks, data centers, facilities, and related equipment used to develop, test, operate, monitor, manage, and/or support the applicable services. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Estimated Liability of this Contract/agreement.
- (5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT)

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must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741- 1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.
- (7) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction. Contractor is permitted to retain copies for legal and financial regulatory compliance matters.

b Minimum Requirements

- (1) The Contractor shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST CSF, "Cyber Security Framework" as amended from time to time, so long as reasonable advance written notice of any material changes and/or modifications to the policies are provided to the Contractor. Contractor shall provide, no more than annually, the State with the proper documentation related to the adherence to the NIST CSF Framework.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

- c Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters,

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emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:

(1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

- Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident
24 Hours
- Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity:

8 Hours

The Contractor and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.3. Comptroller Audit Requirements

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor’s information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor’s and Subcontractor’s information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants the State or the Comptroller of the Treasury with the right to audit the

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Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the NIST CSF, "Cyber Security Framework" and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- E.4. Disclosure of Personal Identity Information. If applicable under this contract, the Vendor shall report to Tennessee any instances of unauthorized disclosure of confidential information, related to the Customers data, that come to the attention of the Vendor. Any such report shall be made by the Vendor within twenty-four (24) hours after the instance has come to the attention of the Vendor. The Vendor, at the sole discretion of Tennessee, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Vendor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.5. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide

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all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.6. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item

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- 15. Subtotals for each category above
- 16. Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- E.7. State of Tennessee Administrative Fee. A two percent (2%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract by State Agency Users. A three percent (3%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract by all other Authorized Users. This two percent (2%) and three (3%) administrative fees will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:

Director, Office of Financial Management Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:

Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Email: CPO.SWC@tn.gov and William.London@tn.gov

- E.8. Extraneous Terms and Conditions. Vendor shall fill all orders submitted by Tennessee under this PA. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this PA shall contain any terms or conditions other than as set forth in the PA. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Vendor to supply any goods or services under this PA conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the PA and constitute an act of bad faith by Vendor.
- E.9. This PA is entered into solely for the convenience of the State of Tennessee. The Vendor understands and agrees that the State of Tennessee, as a signatory party to this PA, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of Tennessee for the award, consummation, and administration of PAs and are not personally liable for any performance or nonperformance by Tennessee. All present and former employees or officials

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of Tennessee are referred to Tennessee Code Annotated § 12-4-103.

6. Lease Agreements: Reserved.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Tennessee, 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.
8. 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.

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

Participating Entity: State of Tennessee	Contractor: STAPLES CONTRACT & COMMERCIAL, LLC
Signature:	Signature: <i>Rick Herrmann</i>
Name: Michael F. Perry	Name: Rick Herrmann
Title: Cheif Procurement Officer	Title: GM, VP Public Sector
Date: January 15, 2026	Date: Jan 15, 2026

[Additional signatures may be added if required by the Participating Entity]

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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.]*

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Exhibit 1
Description of Goods and Discount Rates

**Any category item listed in red font is a banned category item for the State of Tennessee Participating Addendum and should not be made available for Authorized Users to purchase from.*

Category	Category Description	Discount from Vendor Catalog
1	Adhesives, Glues, Glue Sticks, Adhesive Removers	65.00%
2	Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets	49.00%
3	Archive Boxes, Cardboard Boxes, Storage Containers	BLOCKED
4	Award Frames, Displays, Plaques, Certificates	BLOCKED
5	Badges, Badge Holders, Lanyards	54.00%
6	Chargers, UPS Power Supply, Surge Protectors, Extension Cords	54.00%
7	Binder Clips, Paper Clips, Panel Clips, Push Pins, Thumb Tacks, Safety Pins, Rubber Bands, Scissors, Shears, Cutters, Trimmers, Hole Punches	68.00%
8	Binders, Combs, Rings, Splines	64.00%
9	Book Cases, Book Shelves	BLOCKED
10	Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards, Display Rails	50.00%
11	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, "While You Were Out" Books, Forms, Calendars, Deskpads, Refills, Planners	55.00%
12	Garbage/Trash Can Liners, Shredder Bags, Recycling Bags	BLOCKED
13	Carts, Hand Trucks	BLOCKED
14	CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mailers, Ribbons, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags and Cases	46.00%
15	Chair Mats, Anti-Fatigue Mats	63.00%
16	Clocks	53.00%
17	Correction Fluid, Correction Tape, Correction Pens	66.00%
18	Food Service Ware (Cups, Spoons, Forks, Plates, Bowls)	BLOCKED
19	Computer Air Dusters	50.00%
20	Chalk Erasers, Dry Erase Erasers, Chalk, Crayons	55.00%
21	Calculators, Digital Voice Recorders, Typewriters, Cameras, Laminators, Shredders, Pencil Sharpeners	45.00%
22	First Aid, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	42.00%
23	Headsets, Headset Accessories, Headphones	37.00%
24	Ink Pads, Refills, Calculator Ink, Stamps, Calculator Spools, Adding Machine Tape, Cash Register Tape, Wide Format Paper Rolls	53.00%

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25	Knives, Cutters, Blades, Scrapers	BLOCKED
26	Labels, Label Makers, Label Holders	60.00%
27	Mailing Tubes, Mailing Tubs, Packaging, Envelopes, Finger Tips, Finger Tip Covers and Moisteners, Letter Openers, Butcher Paper	67.00%
28	Markers, Highlighters, Felt Pens	63.00%
29	Mouse, Keyboards, Wrist Rests, Keyboard Pads, mouse Pads, Keyboard Trays	45.00%
30	Notebooks, Notepads, Pads of Paper, Sticky Notes	73.00%
31	Office Organizers, In Boxes, Copyholders, Pen and Pencil Holders, Drawers, desktop Shelves, Shredders, Bookends	56.00%
32	Paper (including Copy Paper, Writing Paper, Stationery, etc.)	BLOCKED
33	Pencils, Pencil Erasers, mechanical Pencils, Lead Refills, Pens, Pen Refills	65.00%
34	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles, Measuring Tapes	56.00%
35	Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Card Holders, File Indexes, Tabs, ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape	67.00%
36	Signs, Sign Holders, Flyer Holders, Racks, Literature Displays, Name Plates	53.00%
37	Staplers, Staples, Staple Removers	64.00%
38	Filing Cabinets	52.00%
39	Tape, Tape Dispensers, Embossing Tape, Velcro Products	62.00%
40	Breakroom Paper Products: Tissues, Paper Towels, Napkins	BLOCKED
41	Toner Cartridges, LaserJet HP Brand Only	45.00%
42	All Other HP Brand Toner and Ink Cartridges, Fusers, Kits, Drums and Accessories	40.00%
43	Toner and Ink Cartridges, Fusers, Kits, Drums, All Other Brands	39.00%
44	Remanufactured and Bio-based Toner and Ink Cartridges	54.00%
45	Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches	58.00%
46	USB Drives, Flash Memory, Zip Disks	45.00%
47	“School Supplies”: Art Paper, Art Supplies, Construction Paper, Crepe Paper, Paint, Game/Learning Tools	45.00%
48	Un-Categorized Spend	41.00%