



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2020-06-17

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 OFFICE15	Procurement Folder: 69103
Document Name: OFFICE15-Office Supplies	Reason for Modification: Change Order No. 4 - to extend the contract under the same terms, conditions and pricing per the attached documentation.
Document Description: OFFICE15-Office Supplies	
Procurement Type: Central Master Agreement	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2015-01-08
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2022-12-19

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000217322 OFFICE DEPOT INC 4700 MUHLHAUSER RD HAMILTON OH 45011 US Vendor Contact Phone: (304) 781-7766 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Crystal Rink Requestor Phone: (304) 558-2402 Requestor Email: crystal.g.rink@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount	Open End
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AGENCY COPY

MA 06/17/2020

PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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JUN 18 2020

6/24/2020

JUN 25 2020

Extended Description:

Change Order No. 4 - To extend the original contract according to all terms, conditions, prices and specifications contained in the original contract and all authorized change orders in accordance with Master Agreement No. PA 5737, per the attached documents.

Effective date of extension: 12/20/2020 through 12/19/2022

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44120000			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: Office supplies

Extended Description:



ALLAN MCVEY
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

June 10, 2020

Mr. Mick Bell
Office Depot Inc.
184 South Edgemont Road
Huntington, WV 25701

Subject: WV Statewide Contract No.: CMA 0212 OFFICE15

Dear Mr. Bell:

The State of West Virginia is offering to extend the subject contract under the same terms, conditions and pricing. The extension dates are December 20, 2020 through December 19, 2022. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible. You may return all renewal documents via email to Mark.A.Atkins@wv.gov.

Also attached is an **Affidavit** that is to be part of the purchase order and is required to be signed, dated, and notarized.

We agree to extend the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

<u>Susan Cummings</u>	<u><i>Susan Cummings</i></u>	<u>Vice President</u>	<u>6/16/2020</u>
<i>Print Name</i>	<i>Signature</i>	<i>Title</i>	<i>Date</i>

Please call if you have any questions.



Very truly yours,

Mark A. Atkins
Senior Buyer, WVACP
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130
Phone: 304.558.2307
Fax: 304.558-4115
Email: Mark.A.Atkins@wv.gov

Attachment(s)

**AMENDMENT No. 9 to
MASTER AGREEMENT# 5737**

I. This is Amendment No. 9 to Master Agreement #5737, ("Amendment No. 9"), dated June 11, 2019, ("Amendment No. 9 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and Office Depot, Inc., ("Contractor"), and amends that certain Master Agreement #5737, dated as of December 19, 2014 (the "Master Agreement"), on the terms and conditions as provided herein.

II. The Master Agreement is hereby amended as follows:

- a. The parties acknowledge and agree to extend the Master Agreement as defined in Section 1.5 of the Master Agreement. This Master Agreement shall be extended for an additional 3-year term. The new expiration date shall be December 19, 2022.
- b. All Master Agreement terms and conditions shall remain firm and in effect throughout the term of the Master Agreement.

III. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Price Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and, (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

CONTRACTOR: Office Depot, Inc.

By: Chris McEntee 7-12-19
Name: Chris McEntee Title: VP Date



DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By: [Signature] SPA 7/15/19
Name: Title: Date

**AMENDMENT No. 10 to
MASTER AGREEMENT# 5737**

I. This is Amendment No. 10 to Master Agreement #5737, ("Amendment No. 10"), dated September 23, 2019, ("Amendment No. 10 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and Office Depot, Inc., ("Contractor"), and amends that certain Master Agreement #5737, dated as of December 19, 2014 (the "Master Agreement"), on the terms and conditions as provided herein.

II. The Master Agreement is hereby amended as follows:

- a. The parties acknowledge and agree that Contractor, as a result of its annual catalog review process and publication, has updated the "Contract Catalog Products" as defined in Section 1.3.1(b) of the Master Agreement. This update may add and delete items to the "Contract Catalog Products," which may modify list pricing, (either increase or decrease), and may re-categorize items as per Contractor's standard classifications. Such update shall be provided to DAS PS for approval; Contractor shall send DAS PS notice of its price change(s), which are only effective after DAS PS has approved and accepted such changes. Pricing changes are in effect starting November 9, 2019.
- b. Per Section 1.3.4 of the Master Agreement, the discount percentages or amount off of the forty-nine (49) categories of Goods listed in Exhibit B will remain the same.
- c. Any approved pricing will be updated and changed on Contractor's On-Line Ordering Tool: <http://www.officemaxworkplace.com> or <http://www.business.officedepot.com>. This price change affects the Market Basket, Full Line Catalog, SP Richards Catalogs, and the RISI Paper. |

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and, (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

[Signature Page Follows]

CONTRACTOR: Office Depot, Inc.

By: Claudia Hughes Claudia Hughes, Senior Vice President 10.3.2019
Name: Title: Date



DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By: [Signature] SPP 10/10/19
Name: Title: Date

**AMENDMENT No. 11 TO
MASTER AGREEMENT #5737**

1. This is Amendment No. 11 to Master Agreement #5737 ("Amendment No. 11"), dated May 15, 2020 ("Amendment No. 11 Effective Date") is between the State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and Office Depot, Inc., ("Contractor), and amends that certain Master Agreement #5737, dated as of December 19, 2014 ("Master Agreement"), on the terms and conditions as provided herein.
2. The Master Agreement is hereby amended as follows:
 - a. The parties acknowledge and agree that Contractor, as a result of its annual catalog review process and publication, has updated the "Contract Catalog Products" as defined in Section 1.3.1(b) of the Master Agreement. This update may add and delete items to the "Contract Catalog Products," which may modify list pricing, (either increase or decrease), and may re-categorize items as per Contractor's standard classifications. Pricing changes are effective May 16, 2020.
 - b. Per Section 1.3.4 of the Master Agreement, the discount percentages or amount off of the forty-nine (49) categories of Goods listed in Exhibit B will remain the same.
 - c. Any approved pricing will be updated and changed on Contractor's On-Line Ordering Tool: <https://business.officedepot.com>. This price change affects the Market Basket, Full Line Catalog, SP Richards Catalogs, and the RISI Paper.
3. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment No. 11 Effective Date and with the same effect as though made at the time of execution of the Master Agreement.
4. Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment No. 11 Effective Date, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620

and ORS chapters 316, 317, and 318;(ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and;. (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

Approval Signatures:

Office Depot

Signature: Claudia Hughes Date: 5/16/2020

Printed Name and Title: Claudia Hughes SVP, BSD Sales



The State of Oregon, acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

Signature: Keri Ashford Date: 5/15/2020

Printed Name and Title: Keri Ashford, State Procurement Analyst