



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: 04-21-2022

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

<b>Order Number:</b>	CMA 0212 0212 OFFICE15 7	<b>Procurement Folder:</b>	69103
<b>Document Name:</b>	OFFICE15-Office Supplies	<b>Reason for Modification:</b>	CO#6 is issued to memorialize change in vendor information in wvOasis.
<b>Document Description:</b>	Change Order No. 06 - Administrative Change Order		
<b>Procurement Type:</b>	Central Master Agreement		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2015-01-08
<b>Free on Board:</b>	FOB Dest, Freight Prepaid	<b>Effective End Date:</b>	2022-04-30

VENDOR		DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000217322	<b>Requestor Name:</b>	Mark A Atkins
OFFICE DEPOT LLC 6600 W MILITARY TRAIL		<b>Requestor Phone:</b>	(304) 558-2307
BOCA RATON FL 33496 US		<b>Requestor Email:</b>	mark.a.atkins@wv.gov
<b>Vendor Contact Phone:</b>	888-294-1187	<b>Extension:</b>	7337
<b>Discount Details:</b>			
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

**22**  
 FILE LOCATION \_\_\_\_\_

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

4-25-22 Bax

Total Order Amount: \_\_\_\_\_ Open End

Purchasing Division's File Copy

**ENTERED**

MA 04-22-2022

PURCHASING DIVISION AUTHORIZATION  
 DATE: 4/28/22  
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: 4/29/2022  
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
 DATE: 5/02/2022  
 ELECTRONIC SIGNATURE ON FILE

4/29/2022

**Extended Description:**

Change Order No. 06

Change Order No. 06 is issued for administrative purposes only and is to memorialize the change in vendor information. Specifically to change the vendor name due to a corporate restructuring from Office Depot, L.L.C. (V/C account number 000000217322 FEIN 59-2663954) to ODP Business Solutions, LLC (V/C account number VC0000113459 FEIN 86-2161688) per the attached documents.

System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Contract Document CMA 0212 OFFICE15A will be issued for the following:

Vendor was: OFFICE DEPOT LLC  
6600 W MILITARY TRAIL  
BOCA RATON, FL 33496  
FEIN: 59-2663954  
wvOasis No: 000000217322

Vendor now: ODP BUSINESS SOLUTIONS LLC  
6600 N MILITARY TRAIL  
BOCA RATON, FL 33496  
FEIN: 86-2161688  
wvOasis No: VC0000113459

Effective date of change: 04/30/2022

New procurement folder: 1034104

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	44120000			LS	0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Office supplies

**Extended Description:**

## **TRANSFER OF RIGHTS AND OBLIGATIONS AND CONSENT MASTER AGREEMENT #5737**

This Transfer of Rights and Obligations (this "Transfer Agreement") is entered into by and between Office Depot, LLC ("Contractor- Assignor") and ODP Business Solutions, LLC ("Assignee") with respect to all rights and obligations of Contractor-Assignor arising out of the Master Agreement (defined below). Capitalized terms used but not otherwise defined have the meaning given to them in the Master Agreement.

### **RECITALS**

Contractor-Assignor entered into Master Agreement 5737 dated December 19, 2014, with the State of Oregon Department of Administrative Services (the "State") to provide office supplies (the "Master Agreement").

The Master Agreement contains a provision that Contractor-Assignor shall not assign, delegate, or otherwise transfer any of its rights or obligations under the Master Agreement without first obtaining the written consent of State.

Contractor-Assignor desires to assign all rights, title, and interest and delegate all duties arising under the Master Agreement, and Assignee is willing to accept and assume the assignment of all such rights, title, and interest and the delegation of all duties arising out of the Master Agreement as applicable.

Both parties to the Transfer Agreement desire to induce the State to give its written consent to the Transfer Agreement and the assignment, delegation, and assumption of the Master Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, terms and conditions contained in this Transfer Agreement, the receipt and sufficiency of which are hereby acknowledged, Contractor-Assignor and Assignee mutually agree as follows:

1. **Assignment of Rights and Transfer of Obligations**

Contractor-Assignor hereby (a) assigns all of its rights, title, and interest to and under, and (b) delegates all of its duties to and under, the Master Agreement to Assignee effective May 1, 2022 (the "Transfer Effective Date").

2. **Acceptance of Assignment and Delegation and Assumption of Master Agreement**

Assignee hereby accepts the assignment from Contractor-Assignor of (a) all rights, title, and interest in and (b) the delegation of all duties arising out of the Master Agreement and assumes and agrees to perform all obligations of Contractor-Assignor in strict conformance with the terms, conditions, requirements, and specifications therein including all amendments, if any, of the Master Agreement from and after the Transfer Effective Date.

3. **Inducement to State to Accept Assignment**

As an inducement to the State to accept the assignment and delegation contained in the Transfer Agreement, Contractor-Assignor and Assignee agree as follows:

(a) **Assignee Performance Guarantees**

Assignee agrees to perform and comply with all of the obligations contained in the Master Agreement in strict conformance with the terms, conditions, requirements, and specifications therein including all amendments, if any, entered into between the parties as of the Transfer Effective Date.

(b) **Assignee Representations and Warranties**

Assignee represents and warrants as follows:

- (1) Assignee has the power and authority to enter into and execute this Transfer Agreement and when executed and delivered, the Transfer Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (2) Assignee has the power and authority to enter into and perform the Master Agreement and as of the Transfer Effective Date, the Master Agreement shall be a valid and binding obligation of Assignee enforceable in accordance with its terms.
- (3) Assignee represents and warrants that Assignee has the skill and knowledge possessed by well-informed members of its trade or profession and shall apply that skill and knowledge with care and diligence, so Assignee and Assignee's employees and any authorized subcontractors perform the obligations contained in the Master Agreement in accordance with the standards prevalent in Assignee's trade or profession.
- (4) Assignee represents and warrants that all Goods delivered under the Master Agreement if any, are free and clear of any liens or encumbrances, and that Assignee has full legal title to the Goods, and that no other person has any right, title or interest in the Goods that shall be superior to or infringe upon the rights granted to the State under the Master Agreement.
- (5) Assignee represents and warrants that any Goods delivered by Assignee under the Master Agreement, if any, shall conform to the specifications, capabilities, characteristics, functions, and performance standards set forth in the Master Agreement and any documentation provided by Assignee related to the Goods, shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship, and design.

(6) Assignee represents and warrants that when used as authorized by the Master Agreement, the Goods delivered by Assignee, if any, and any use of such Goods, will not infringe on the rights of any third party.

(7) The representations, warranties, and certifications set forth in this Transfer Agreement are in addition to, and not in lieu of, any other representations and warranties provided in the Master Agreement. All representations and warranties in this Transfer Agreement and the Master Agreement shall be cumulative and shall be interpreted expansively so as to afford the State with the broadest protection available.

(c) Contractor-Assignor Representations, Warranties and Performance Guarantees

(1) Contractor-Assignor represents and warrants that (i) the Master Agreement is in full force and effect in accordance with its terms and (ii) the Contractor-Assignor is not in default of the Master Agreement and (iii) all payments due under the Master Agreement as of the Transfer Effective Date have been made and (iv) Contractor-Assignor has no claims against the State arising under the Master Agreement.

**4. Effective Date**

This Transfer Agreement is conditioned upon the State's consent to this assignment and delegation as evidenced by the State's execution of the attached Consent. The Transfer Agreement shall become effective as of the Transfer Effective Date, when (a) the Transfer Agreement is executed by the Contractor-Assignor and Assignee, (b) the attached Consent is executed by the State, and (c) all required approvals are received.

**5. Miscellaneous Provisions**

(a) This Transfer Agreement amends the Master Agreement only as to the assignment of Master Agreement from Contractor-Assignor to Assignee and otherwise remains in full force and effect.

(b) This Transfer Agreement contains the entire agreement and understanding of the Contractor-Assignor and Assignee with respect to the assignment and assumption of the Master Agreement and supersedes all prior and contemporaneous agreements between the parties with respect to the subject matter of this Transfer Agreement.

(c) The Contractor-Assignor and Assignee agree to execute such further documents as may be reasonably required to consummate the assignment and delegation contemplated by this Transfer Agreement, so long as the terms of such documents are fully consistent with the terms of this Transfer Agreement.

(d) The State is an intended beneficiary of this Transfer Agreement. Except as set forth, nothing in this Transfer Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right to third persons unless such third persons are

individually identified by name herein and expressly described as intended beneficiaries of the terms of this Transfer Agreement.

- (e) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Transfer Agreement, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

**Office Depot, LLC (Assignor) Federal Tax ID: 59-2663954**

Signature and Date: *Brian Abromovage* 3/10/2022

Printed Name and Title: Brian Abromovage VP, BSD

**ODP Business Solutions, LLC (Assignee) Federal Tax ID: 86-2161688**

Signature and Date: *Brian Abromovage* 3/10/2022

Printed Name and Title: Brian Abromovage VP, BSD







November 1, 2021

A Message to Our Customer Community:

I shared with you in May 2021 the exciting news that The ODP Corporation planned to pursue a separation into two, independent, publicly traded companies to better position us to serve you and meet all of your current and future office supplies and business services needs.

This separation represents a material step in the evolution of our company and one that we strongly believe will unlock significant opportunities for you. By pursuing a more defined and focused strategy, we expect to become more flexible and innovative, enabling us to better support your business.

We've made significant progress over the last six months in the separation process:

- We now intend to structure the separation as a tax-free spin-off of our consumer business, including Office Depot and OfficeMax retail locations and officedepot.com.
- **Gerry Smith** will continue to serve as CEO of The ODP Corporation (ODP), a leading B2B solutions provider serving small, medium and enterprise level companies, following the separation.
- ODP will consist of several operating companies, including our current Business Solutions Division, which will be renamed **ODP Business Solutions**. ODP will also continue to own the global sourcing operations and other sourcing, supply chain and logistics assets.

As I shared with you previously, the separation will have minimal impact on our service offerings, and we will continue to honor our customer programs, including retail purchasing options. However, because ODP and Office Depot will be separate, independent companies, our written customer agreements must be updated. Your account representative will be in touch in the next few weeks to discuss how to best execute these updates. The separation remains on track to be completed in the first half of 2022, and we will need updated written agreements to be executed before then.

I look forward to providing you with relevant updates as they develop. In the meantime, if you have any questions, please do not hesitate to reach out to our help center or to your account representative.

I'd like to thank you again for your continued loyalty and support. We greatly value your business and are honored to continue to serve as your go-to office supplies and business services provider.

Sincerely,

A handwritten signature in black ink that reads "Stephen Mohan". The signature is written in a cursive, flowing style.

Stephen Mohan  
EVP, Business Solutions Division