



## NASPO Digital Print and Quick Copy

Led by Utah

NASPO Master Agreement MA040

### Washington Contract 03013

CCI Update: March 8, 2016

NASPO Master Agreement Execution Date:	April 1, 2011	NASPO Master Agreement Expiration Date:	July 30, 2016
Maximum Term Date:	July 30, 2016	Washington Participating Addendum Executed:	May 7, 2013
Contract Manager:		Breann Aggers	
Email:		<a href="mailto:breann.aggers@des.wa.gov">breann.aggers@des.wa.gov</a>	
Phone:		(360) 407-9416	
Alternate Contact:		Customer Service	
Phone:		(360) 407-2210	
CCI Update Purpose:	Extend Contract through June 30, 2016		

## AWARDED VENDOR

Awarded Vendor	Contracts & Attachments	
<b>Office Depot, Inc.</b> <b>Jennifer High</b> 6805 S 217 <sup>th</sup> Street Kent WA 98032 Phone: (253) 732-6930 <a href="mailto:Jennifer.high@officedepot.com">Jennifer.high@officedepot.com</a>	NASPO Master Agreement <b>Contractor logo hyperlinks to the            NASPO Pricing</b>	WA Participating Addendum
		<a href="#">Office Depot</a>

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## **1. Scope**

This contract for Digital Print and Copy Services is for use by state agencies, and other entities located in the State of Washington.

## **2. Authorized Washington Dealers and Resellers**

All Contractor dealers and resellers authorized in the State of Washington, as shown on the dedicated Contractor (NASPO) website, are approved to provide sales and service support to participants in the Master Price Agreement and the Participating Addendum. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master price Agreement and the Participating Addendum.

## **3. Ordering Instructions**

All orders should contain the following (1) Mandatory language "PO is subject to NASPO Contract #MA040 and Washington Contract #03013, (2) Your Name, Address, Contact, and Phone Number (3) Purchase Order amount. Orders can be made out to either; (a) Office Depot or (b) an AUTHORIZED reseller.

## **4. Payment, Invoicing, and Discounts**

Payment is the sole responsibility of, and will be made by, the Buyer. Contractor shall provide a properly completed invoice to the Buyer. All invoices are to be delivered to the address indicated in the purchase order. Each invoice shall be identified by the Participating State's contract number; the contractor's Statewide Vendor registration number assigned by the Washington State Office of financial Management (OFM), the applicable Buyer's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and permissible shipping charges. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Buyer. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Buyer. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

If Buyer fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with this Participating Addendum's terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Buyer may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Buyer and be redeemable in U.S. dollars. Unless otherwise specified, the Buyer's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

## **5. Lease Agreement**

Leasing is not included in this contract.

## **6. Taxes, Fees and Licenses - Taxes**

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for performance under this Participating Addendum. Unless otherwise indicated, the Buyer agrees to pay Participating State taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Buyer agrees to furnish Contractor with an exemption certificate where appropriate. If required, Contractor will register and establish an account with the Washington State Department of Revenue for the collection and remission of any applicable retail sales or use taxes.

### **Fees/Licenses:**

After award, and prior to commencing performance under this Participating Addendum, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Participating Addendum performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Participating Addendum.

### **Customs/Brokerage Fees:**

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under this Participating Addendum are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or under this Participating Addendum. Neither the Participating Entity nor the Buyer will incur additional costs related to Contractor's payment of such fees.

### **Taxes on Invoice:**

Contractor shall calculate and enter the appropriate Participating State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with Participating State law.

## **7. Overpayments to the Contractor**

Contractor shall, in Buyer's sole discretion, refund to Buyer or credit Buyer's subsequent invoice, the full amount of any erroneous payment or overpayment under this Addendum within thirty (30) days' written notice, unless such amount is disputed by Contractor. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

## **8. Retention of Records**

The Contractor shall maintain all books, records, documents, data and other evidence relating to purchases made under this Participating Addendum and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Addendum. Contractor shall retain such records for a period of six (6) years following the date of final payment. These records shall be subject at all reasonable times to audit by the Participating Entity, personnel duly authorized by the Participating Entity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement for purposes of determining whether Contractor complied with the contract terms and conditions when it delivered the products and services ordered, extended the correct pricing and invoice terms to Purchaser, and calculated the proper Administrative Fee. Except for audits initiated by the Washington State Auditor's Office under its statutory authority, no authorized entity shall perform more than one audit per calendar year, nor initiate an audit later than one (1) year after termination or expiration of this Participating Addendum. In the event that a third party auditor is used, Contractor shall have the right to approve such auditor. Contractor has the right to dispute the results of any audit. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

## **9. Protection of Confidential and Personal Information**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Participating Addendum or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either the Public Records Act or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Participating Addendum, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Participating Addendum, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information known to any other party without Buyer's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have are obligated to maintain the confidentiality of such information. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

“Personal information” including, but not limited to, “Protected Health Information” (PHI) under Health Insurance Portability and Accountability Act (HIPAA), individuals’ names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Participating Addendum shall be protected against unauthorized use, disclosure, modification or loss. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Buyer. If Buyer determines that (1) Buyer is a “covered entity” under HIPAA, and that (2) Contractor will perform “business associate” services and activities covered under HIPAA, then at Buyer’s request, Contractor agrees to execute Buyer’s business associate contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Buyer or as otherwise required by law.

Any breach of this provision may result in termination of this Participating Addendum and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Participating State, Participating Entity, and the Buyer for any damages related to both: (1) the Contractor’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor’s failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

## **10. Ordering Instructions**

### ***Office Depot***

Online - If you currently have an Office Depot account under the Office Supplies contract #04411, you may order print services online by clicking on the “Copy & Print” tab at the top of the Office Depot home screen. Your account is set up to accept your agencies pre-established method of payment. Please contact your Office Depot account manager with questions about the Copy & Print website.

At the Store – You may order print services at any Office Depot store in Washington. You will be required to present a valid Store Purchasing Card or a linked Procurement Card. Please contact your Office Depot account manager with questions about these forms of payment.