





# CONTRACT ASSIGNMENT #174823

## SIGNATURE AND COVER PAGE

<b>State Agency</b> State Purchasing Office	<b>Assignee</b> ODP Business Solutions, LLC
<b>Original Contractor - Assignor</b> Office Depot, LLC, successor-in-interest by merger to Office Depot, Inc.	<b>Original Contract Number</b> 136039
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2022 \$0.00 Extension Terms  Total for All State Fiscal Years	<b>Assignment Contract Number</b> 174823
	<b>Contract Performance Beginning Date</b> May 1, 2022
	<b>Current Contract Expiration Date</b> December 19, 2022

### THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

Each person signing this Assignment represents and warrants that he or she is duly authorized to execute this Assignment and to bind the Party authorizing his or her signature.

ORIGINAL CONTRACTOR – ASSIGNOR	ASSIGNEE
Office Depot, LLC	ODP Business Solutions, LLC 
DocuSigned by:  By: Elizabeth Gray, Vice President Date: 6/9/2022	DocuSigned by:  By: Elizabeth Gray, Vice President Date: 6/9/2022
STATE OF COLORADO Jared S. Polis, Governor State Purchasing Office Sherri Maxwell	2nd State Signature if Needed
DocuSigned by:  By: John Chapman, State Purchasing Manager Date: 6/15/2022	By: N/A  Date: _____
In accordance with §24-30-202 C.R.S., this Assignment is not valid until signed and dated below by the State Controller or an authorized delegate.	
STATE CONTROLLER Robert Jaros, CPA, MBA, JD	
DocuSigned by:  By: Rachael Kamlet Assignment Effective Date: 6/15/2022	

**1. PARTIES**

This Assignment (the “Assignment”) of the Original Contract shown on the Signature and Cover Page for this Assignment (the “Contract”) is entered into by and between the Contractor, as defined in the Original Contract (in this document called the “Assignor”), the Assignee shown on the Signature and Cover Page for this Assignment, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, the term “Contractor” in the Contract and all modifications to the Contract shall refer to Assignee.

**3. ASSIGNMENT EFFECTIVE DATE AND TERM****A. Assignment Effective Date**

This Assignment shall not be valid or enforceable until the Assignment Effective Date shown on the on the Signature and Cover Page for this Assignment. The State shall not be bound to Assignee by any provision of this Assignment before that Assignment Effective Date, and shall have no obligation to pay Assignee for any Work performed or expense incurred under this Assignment either before or after of the Assignment term shown in §3.B of this Assignment.

**B. Assignment Term**

Assignee’s and the State’s respective performances under this Assignment and the changes to the Contract contained herein shall commence on the Assignment Effective Date shown on the Signature and Cover Page for this Assignment or May 1, 2022, whichever is later and shall terminate on the termination of the Contract or December 19, 2022, whichever is earlier.

**4. PURPOSE**

The purpose of this Assignment is to replace Assignor under the Contract and substitute Assignee to the extent provided for in this Assignment. Office Depot Inc. has now become ODP Business Solutions LLC.

**5. EFFECT OF ASSIGNMENT**

Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Contract as if it were the original Contractor, subject to the following provisions:

**A. Limitations to Assignment**

Assignee shall perform all duties and fulfill all obligations of Assignor except to the extent limited by the agreement between Assignee and Assignor, which is attached hereto and incorporated herein as Attachment A.

**B. Assignor Obligations**

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Contract except to the extent Assignee fails to properly perform, in

which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance if requested to do so by the State.

## **6. MODIFICATIONS**

In addition to the assignment of duties and obligations, the Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Assignment.
- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Assignment.
- C. All references in the Contract to "www.officedepot.com" shall be deleted and replaced with "www.odpbusiness.com".

## **7. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Assignment is incorporated by reference into the Contract, and the Contract and all prior Assignments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Assignment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Assignment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Assignment shall in all respects supersede, govern, and control. The provisions of this Assignment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Assignment specifically modifies those Special Provisions.

## **8. WAIVER**

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Assignment. All payments and reimbursements previously made by the State to Assignor, and all other previous actions taken by the State under the Contract, shall be considered to have discharged any State obligations to Assignor thereunder. All payments made by the State after the Effective date of this Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the State's obligations under the Contract to the extent of the amount paid.

## **9. CONSENT TO ASSIGNMENT**

The State hereby consents to the assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment.