

**PARTICIPATING ADDENDUM**  
hereinafter "Addendum"  
**WESTERN STATES CONTRACTING ALLIANCE**  
**Digital Print and Copy Services**  
**Contract # MA041**  
Between  
OfficeMax North America, Inc.  
hereinafter "Contractor"  
And  
State of South Dakota  
hereinafter "Participating State"  
**State Contract Number: #16319**

1. Scope: This Addendum covers the WSCA/NASPO Digital Print and Copy Services lead by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.
2. Changes: The following terms and conditions will be added to the Participating Addendum for the Participating State:
  - 1) **STATE AGENCY AND POLITICAL SUBDIVISION USE/LIMITATIONS**: State government agencies and institutions may use this agreement for purchases that do not exceed \$4000 as indicated below:
    - a. **Executive Branch agencies located outside of Pierre and Fort Pierre, public universities under the control of the Board of Regents, constitutional officers, and the legislative and judicial branches of state government may use this agreement to make purchases under \$4000, including delivery costs, without the need to obtain additional quotes.**
    - b. **Executive Branch agencies and institutions located in Pierre or Fort Pierre may utilize this contract to purchase those services listed on Attachment A that are not available from Central Duplicating, and where the total cost does not exceed \$4000, including delivery. Any other available services may only be procured with written approval of the Office of Procurement Management.**
    - c. **Purchases by all Executive Branch agencies and institutions, including public universities under the control of the Board of Regents, that exceed \$4000 must be accompanied by a purchase order authorized by the Office of Procurement Management. The Contractor shall not complete any order for state agencies exceeding \$4000 unless a purchase order has been approved through the Office of Procurement Management.**
    - d. **Participation under this contract by political subdivisions will be voluntarily determined by the political subdivision, in accordance with their own procedures. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.**
  - 2) **LAWS AND REGULATIONS**: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
  - 3) **RECORDS ADMINISTRATION**: The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, or seven (7) years from the date the record is created, whichever is shorter. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
  - 4) **DELIVERY**: The Contractor will provide free delivery on all orders of \$50 or more, net of taxes, in which the delivery location is within 30 miles of an OfficeMax ImPress Commercially Ready Print or Production Center. All deliveries under \$50

net of taxes, and/or delivery to locations beyond 30 miles from an OfficeMax ImPress Commercially Ready Print or Production Center will be shipped UPS Ground at the Participating States' expense

5) **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

6) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of South Dakota's sales and use tax exemption number is 466000364, located at <http://www.state.sd.us/boa/opm/agency2/StreamlinedCertificateofExemption.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 46-73-0079-K.

8) **REPORTS:** The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the state contact listed in this Addendum.

9) **PAYMENT:** Unless otherwise agreed by the parties, the State shall make payment to the Contractor in compliance with the "South Dakota Prompt Payment Act", SDCL 5-26. A state agency which acquires property or services from a Contractor shall pay for each complete delivered item of property or service on the date agreed by the Contractor and the state agency or, if no date for payment is specified, within forty-five days after receipt and written acceptance of property or services and receipt of the invoice covering the delivered items or services. Proper invoices not paid within forty-five days shall accrue interest beginning on the thirtieth day after receipt of property or service and receipt of the invoice covering the delivered items or services. Interest shall accrue and be charged on payments overdue under § 5-26-2 at one and one-half percent per month or at the rate agreed to by the parties. Payments may be made via a State of South Dakota (or political subdivision) "Purchasing Card" (major credit card).

10) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of South Dakota's laws, except for sections identified in writing and expressly approved by the Utah State Division of Purchasing. Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

11) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.

3. Primary Contact: The primary Participating State contact individual for this participating addendum is as follows:

Name: Missy Schuetzle  
Participating Entity: State of South Dakota, Office of Procurement Management  
Address: 523 E. Capitol Avenue, Pierre, SD 57501-3182

Telephone: 605-773-4277  
Fax: 605-773-4840  
E-mail: [Missy.Schuetzle@state.sd.us](mailto:Missy.Schuetzle@state.sd.us)

4. Subcontractors: The following subcontractor(s) are authorized to perform services.  
NONE

5. Authorized Point-of-Sale: The following Servicing Contractors are authorized to perform services.  
NONE

This Addendum and the State of Utah – State Cooperative Contract # MA041, which includes Attachments A (WSCA’s Standard Terms and Conditions), Attachment B (Scope of Work) and Attachment C (Pricing) (“Master Agreement”) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: State of South Dakota

Contractor: OfficeMax North America, Inc.

By: 

Name: Steven Berg  
Title: Director of Procurement Management

Date: 03 -27 - 2012 \_\_\_\_\_

By: 

Name: JAMES CREGAN  
Title: VICE PRESIDENT OF SALES

Date: 3.28.2012 \_\_\_\_\_

# Attachment A

Pricing valid for Pierre and Fort Pierre only, please use Central Duplicating for all other services.



## Standard Black-and-White copies:

| Size    | Paper Type                 | Price per Single-Sided Impression | Price per Double-Sided Impression |
|---------|----------------------------|-----------------------------------|-----------------------------------|
| 12 x 18 | Uncoated Text, All Colors  | \$0.13                            | \$0.26                            |
| 12 x 18 | Coated Text, All Types     | \$0.15                            | \$0.30                            |
| 12 x 18 | Uncoated Cover, All Colors | \$0.25                            | \$0.50                            |
| 12 x 18 | Coated Cover, All Types    | \$0.29                            | \$0.58                            |
| 12 x 18 | Customer Furnished Stock   | \$0.07                            | \$0.14                            |



## Color Copies

| Size     | Paper Type                | Price per Single-Sided Impression | Price per Double-Sided Impression |
|----------|---------------------------|-----------------------------------|-----------------------------------|
| 8.5 x 11 | Coated Cover, All Types   | \$0.67                            | \$1.34                            |
| 8.5 x 11 | Customer Furnished Stock  | \$0.22                            | \$0.44                            |
| 8.5 x 14 | 24# Laser - White         | \$0.46                            | \$0.92                            |
| 8.5 x 14 | Uncoated Text, All Types  | \$0.52                            | \$1.04                            |
| 8.5 x 14 | Coate Text, All Types     | \$1.20                            | \$2.40                            |
| 8.5 x 14 | Uncoated Cover, All Types | \$0.56                            | \$1.12                            |
| 8.5 x 14 | Coated Cover, All Types   | \$1.27                            | \$2.54                            |
| 8.5 x 14 | Customer Furnished Stock  | \$0.46                            | \$0.92                            |
| 11 x 17  | 24# Laser* - White        | \$0.72                            | \$1.44                            |
| 11 x 17  | Uncoated Text, All Types  | \$0.78                            | \$1.56                            |
| 11 x 17  | Coated Text, All Types    | \$1.60                            | \$3.20                            |
| 11 x 17  | Uncoated Cover, All Types | \$0.82                            | \$1.64                            |
| 11 x 17  | Coated Cover, All Types   | \$1.67                            | \$3.34                            |
| 11 x 17  | Customer Furnished Stock  | \$0.72                            | \$1.44                            |
| 12 x 18  | 24# Laser* - White        | \$0.79                            | \$1.58                            |
| 12 x 18  | Uncoated Text, All Types  | \$0.85                            | \$1.70                            |
| 12 x 18  | Coated Text, All Types    | \$1.70                            | \$3.40                            |
| 12 x 18  | Uncoated Cover, All Types | \$0.97                            | \$1.94                            |
| 12 x 18  | Coated Cover, All Types   | \$1.77                            | \$3.54                            |
| 12 x 18  | Customer Furnished Stock  | \$0.79                            | \$1.58                            |



### Oversize Copies

| Max. Size | Type            | Price per Impression |
|-----------|-----------------|----------------------|
| 24 x 36   | Black-and-white | \$1.90               |
| 24 x 36   | Color           | \$8.75               |
| 24 x 36   | Blueprint       |                      |

### Binding

| Binding Type                                       | Price per Book                         |
|--|--|
| Staple Upper Left/Right                            | \$0.01 If by Machine<br>\$0.04 by Hand |
| Side stitch  | \$0.02 If by Machine<br>\$0.08 by Hand |
| Saddle stitch - Inline<br>5.5. x 8.5 Finished Size | \$0.12                                 |
| Saddle stitch - Manual<br>5.5. x 8.5 Finished Size | \$0.23                                 |
| Saddle stitch - Inline<br>8.5 x 11 Finished Size   | \$0.12                                 |
| Saddle stitch - Manual<br>8.5 x 11 Finished Size   | \$0.23                                 |

### Optional Binding

| Binding Type                       | Price per Book |
|------------------------------------|----------------|
| Pad                                | \$0.15         |
| Pad with Chipboard Backing         | \$0.25         |
| Tape/Thermal Bind - Inline, Small  | \$1.49         |
| Tape/Thermal Bind - Inline, Medium | \$1.59         |
| Tape/Thermal Bind - Inline, Large  | \$2.23         |
| Tape/Thermal Bind - Manual, Small  | N/A            |
| Tape/Thermal Bind - Manual, Medium | N/A            |
| Tape/Thermal Bind - Manual, Large  | N/A            |
| Comb Bind - Small                  | \$1.16         |
| Comb Bind - Medium                 | \$1.49         |
| Comb Bind - Large                  | \$1.99         |
| Spiral/Coil Bind - Small           | \$1.49         |
| Spiral/Coil Bind - Medium          | \$1.89         |
| Spiral/Coil Bind - Large           | \$2.10         |
| Other (specify):                   |                |

## OfficeMax ImPress Contacts

**Christine Panther**  
 Strategic Account Manager  
 701-200-4686  
 cpanther@officemax.com

**Steve Hanson**  
 OfficeMax Integrated Solutions  
 763-443-7743  
 stevehanson@officemax.com

**Candace Foote**  
 National Account Manager  
 612-462-4657  
 candacefoote@officemax.com

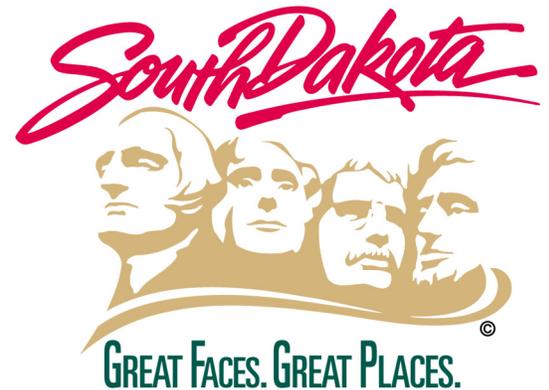
# Attachment B

Pricing valid for locations outside of Pierre and Fort Pierre



## Standard Black-and-White copies:

| Size     | Paper Type                        | Price per Single-Sided Impression | Price per Double-Sided Impression |
|----------|-----------------------------------|-----------------------------------|-----------------------------------|
| 8.5 x 11 | 20# Bond - White                  | \$0.022                           | \$0.044                           |
| 8.5 x 11 | 20# Bond-White, 3-hole Punch      | \$0.022                           | \$0.044                           |
| 8.5 x 11 | 20# Bond - Color                  | \$0.025                           | \$0.05                            |
| 8.5 x 11 | Uncoated Text, All Types          | \$0.05                            | \$0.10                            |
| 8.5 x 11 | Coated Text, All Types            | \$0.07                            | \$0.14                            |
| 8.5 x 11 | Uncoated Cover, All Types         | \$0.11                            | \$0.17                            |
| 8.5 x 11 | Coated Cover, All Types           | \$0.13                            | \$0.26                            |
| 8.5 x 11 | Customer Furnished Stock          | \$0.025                           | \$0.05                            |
| 8.5 x 11 | Carbonless 2-part (Black Imprint) | \$0.14                            | \$0.28                            |
| 8.5 x 11 | Carbonless 3-part (Black Imprint) | \$0.22                            | \$0.35                            |
| 8.5 x 11 | Carbonless 4-part (Black Imprint) | \$0.28                            | \$0.41                            |
| 8.5 x 14 | 20# Bond - White                  | \$0.028                           | \$0.056                           |
| 8.5 x 14 | 20# Bond - Color                  | \$0.031                           | \$0.062                           |
| 8.5 x 14 | Uncoated Text, All Colors         | \$0.056                           | \$0.10                            |
| 8.5 x 14 | Coated Text, All Types            | \$0.076                           | \$0.14                            |
| 8.5 x 14 | Uncoated Cover, All Colors        | \$0.12                            | \$0.18                            |
| 8.5 x 14 | Coated Cover, All Types           | \$0.24                            | \$0.48                            |
| 8.5 x 14 | Customer Furnished Stock          | \$0.028                           | \$0.056                           |
| 11 x 17  | 20# Bond - White                  | \$0.044                           | \$0.088                           |
| 11 x 17  | 20# Bond - Color                  | \$0.05                            | \$0.10                            |
| 11 x 17  | Uncoated Text, All colors         | \$0.099                           | \$0.18                            |
| 11 x 17  | Coated Text, All Types            | \$0.119                           | \$0.22                            |
| 11 x 17  | Uncoated Cover, All Colors        | \$0.18                            | \$0.29                            |
| 11 x 17  | Coated Cover, All Types           | \$0.20                            | \$0.30                            |
| 11 x 17  | Customer Furnished Stock          | \$0.05                            | \$0.099                           |
| 12 x 18  | 20# Bond - White                  | \$0.07                            | \$0.14                            |
| 12 x 18  | 20# Bond - Color                  | \$0.09                            | \$0.18                            |
| 12 x 18  | Uncoated Text, All Colors         | \$0.13                            | \$0.26                            |
| 12 x 18  | Coated Text, All Types            | \$0.15                            | \$0.30                            |
| 12 x 18  | Uncoated Cover, All Colors        | \$0.25                            | \$0.50                            |
| 12 x 18  | Coated Cover, All Types           | \$0.29                            | \$0.58                            |
| 12 x 18  | Customer Furnished Stock          | \$0.07                            | \$0.14                            |



## Oversize Copies

| Max. Size | Type            | Price per Impression |
|-----------|-----------------|----------------------|
| 24 x 36   | Black-and-white | \$1.90               |
| 24 x 36   | Color           | \$8.75               |
| 24 x 36   | Blueprint       |                      |



## Color Copies

| Size     | Paper Type                | Price per Single-Sided Impression | Price per Double-Sided Impression |
|----------|---------------------------|-----------------------------------|-----------------------------------|
| 8.5 x 11 | 24# Laser* - White        | \$0.22                            | \$0.44                            |
| 8.5 x 11 | Uncoated Text, All Types  | \$0.29                            | \$0.58                            |
| 8.5 x 11 | Coated Text, All Types    | \$0.65                            | \$1.30                            |
| 8.5 x 11 | Uncoated Cover, All Types | \$0.38                            | \$0.76                            |
| 8.5 x 11 | Coated Cover, All Types   | \$0.67                            | \$1.34                            |
| 8.5 x 11 | Customer Furnished Stock  | \$0.22                            | \$0.44                            |
| 8.5 x 14 | 24# Laser - White         | \$0.46                            | \$0.92                            |
| 8.5 x 14 | Uncoated Text, All Types  | \$0.52                            | \$1.04                            |
| 8.5 x 14 | Coate Text, All Types     | \$1.20                            | \$2.40                            |
| 8.5 x 14 | Uncoated Cover, All Types | \$0.56                            | \$1.12                            |
| 8.5 x 14 | Coated Cover, All Types   | \$1.27                            | \$2.54                            |
| 8.5 x 14 | Customer Furnished Stock  | \$0.46                            | \$0.92                            |
| 11 x 17  | 24# Laser* - White        | \$0.72                            | \$1.44                            |
| 11 x 17  | Uncoated Text, All Types  | \$0.78                            | \$1.56                            |
| 11 x 17  | Coated Text, All Types    | \$1.60                            | \$3.20                            |
| 11 x 17  | Uncoated Cover, All Types | \$0.82                            | \$1.64                            |
| 11 x 17  | Coated Cover, All Types   | \$1.67                            | \$3.34                            |
| 11 x 17  | Customer Furnished Stock  | \$0.72                            | \$1.44                            |
| 12 x 18  | 24# Laser* - White        | \$0.79                            | \$1.58                            |
| 12 x 18  | Uncoated Text, All Types  | \$0.85                            | \$1.70                            |
| 12 x 18  | Coated Text, All Types    | \$1.70                            | \$3.40                            |
| 12 x 18  | Uncoated Cover, All Types | \$0.97                            | \$1.94                            |
| 12 x 18  | Coated Cover, All Types   | \$1.77                            | \$3.54                            |
| 12 x 18  | Customer Furnished Stock  | \$0.79                            | \$1.58                            |

## Binding

| Binding Type                                       | Price per Book                         |
|--|--|
| Staple Upper Left/Right                            | \$0.01 If by Machine<br>\$0.04 by Hand |
| Side stitch  | \$0.02 If by Machine<br>\$0.08 by Hand |
| Saddle stitch - Inline<br>5.5. x 8.5 Finished Size | \$0.12                                 |
| Saddle stitch - Manual<br>5.5. x 8.5 Finished Size | \$0.23                                 |
| Saddle stitch - Inline<br>8.5 x 11 Finished Size   | \$0.12                                 |
| Saddle stitch - Manual<br>8.5 x 11 Finished Size   | \$0.23                                 |

## Optional Binding

| Binding Type                       | Price per Book |
|------------------------------------|----------------|
| Pad                                | \$0.15         |
| Pad with Chipboard Backing         | \$0.25         |
| Tape/Thermal Bind - Inline, Small  | \$1.49         |
| Tape/Thermal Bind - Inline, Medium | \$1.59         |
| Tape/Thermal Bind - Inline, Large  | \$2.23         |
| Tape/Thermal Bind - Manual, Small  | N/A            |
| Tape/Thermal Bind - Manual, Medium | N/A            |
| Tape/Thermal Bind - Manual, Large  | N/A            |
| Comb Bind - Small                  | \$1.16         |
| Comb Bind - Medium                 | \$1.49         |
| Comb Bind - Large                  | \$1.99         |
| Spiral/Coil Bind - Small           | \$1.49         |
| Spiral/Coil Bind - Medium          | \$1.89         |
| Spiral/Coil Bind - Large           | \$2.10         |
| Other (specify):                   |                |

## OfficeMax ImPress Contacts

**Christine Panther**  
Strategic Account Manager  
701-200-4686  
cpanther@officemax.com

**Steve Hanson**  
OfficeMax Integrated Solutions  
763-443-7743  
stevehanson@officemax.com

**Candace Foote**  
National Account Manager  
612-462-4657  
candacefoote@officemax.com