

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 8

DATE: August 31, 2015

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Caleb Swenson

Phone: 612-213-7288

Fax: 763-315-5150

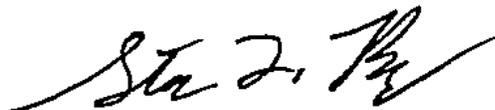
Vendor #12162845

e-mail: CalebSwenson@officemax.com

CONTRACT #16229

Addendum 8 is being issued for the following:

Contract has been extended until October 31, 2016.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 7

DATE: December 23, 2014

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Caleb Swenson

Phone: 612-213-7288

Fax: 763-315-5150

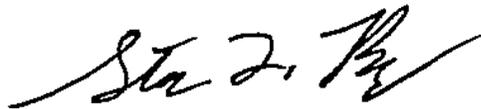
Vendor #12162845

e-mail: CalebSwenson@officemax.com

CONTRACT #16229

Addendum 7 is being issued for the following:

Price adjustment is in effect December 23, 2014.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 6

DATE: August 15, 2014

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Caleb Swenson

Phone: 612-213-7288

Fax: 763-315-5150

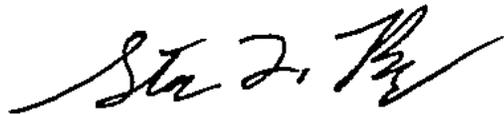
Vendor #12162845

e-mail: CalebSwenson@officemax.com

CONTRACT #16229

Addendum 6 is being issued for the following:

Contract has been extended until October 31, 2015.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 5

DATE: October 18, 2013

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Caleb Swenson

Phone: 612-213-7288

Fax: 763-315-5150

Vendor #12162845

e-mail: CalebSwenson@officemax.com

CONTRACT #16229

Addendum 5 is being issued for the following:

Price adjustment is in effect October 18, 2013.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 4

DATE: September 3, 2013

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Caleb Swenson

Phone: 612-213-7288

Fax: 763-315-5150

Vendor #12162845

e-mail: CalebSwenson@officemax.com

CONTRACT #16229

Addendum 4 is being issued for the following:

Contract has been extended until October 31, 2014.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 3

DATE: October 31, 2012

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Steve Hanson

Phone: 763-443-7743

Fax: 763-315-5150

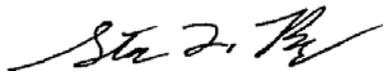
Vendor #12162845

e-mail: SteveHanson@officemax.com

CONTRACT #16229

Addendum 3 is being issued for the following:

Core List adjustment is in effect on November 1, 2012.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 2

DATE: September 27, 2012

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Steve Hanson

Phone: 763-443-7743

Fax: 763-315-5150

Vendor #12162845

e-mail: SteveHanson@officemax.com

CONTRACT #16229

Addendum 2 is being issued for the following:

Second quarter pricing is in effect on October 1, 2012.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

OFFICE SUPPLIES ANNUAL

NOTICE

ADDENDUM 1

DATE: May 25, 2012

BUYER: Lisa Hubbard

PHONE: 605-773-4580

VENDOR:

OFFICEMAX

7500 Meridian Circle N

Maple Grove, MN 55369

Contact: Steve Hanson

Phone: 763-443-7743

Fax: 763-315-5150

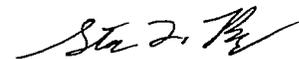
Vendor #12162845

e-mail: SteveHanson@officemax.com

CONTRACT #16229

Addendum 1 is being issued for the following:

First quarter pricing is in effect on June 11, 2012.



Steven L. Berg, Director
Office of Procurement Management

STATE OF SOUTH DAKOTA
CONTRACT FOR OFFICE SUPPLIES
CONTRACT 16229

AGREEMENT made and entered into this 31st day of October, by and between the Bureau of Administration, Office of Procurement Management, a state agency, representing all State of South Dakota Agencies of 523 East Capitol Avenue, Pierre, South Dakota 57501-3182, (the "State") and OfficeMax Incorporated of 7500 Meridian Circle North, Maple Grove, Minnesota 55369 ("OfficeMax").

The State hereby enters into this Agreement for office supplies and delivery of same with OfficeMax in consideration of and pursuant to the terms and conditions set forth herein.

1. OfficeMax's services under this Agreement resulting from RFP # 25776 shall commence on November 1, 2011 and end on October 31, 2013, unless sooner terminated pursuant to the terms hereof.. The RFP and OfficeMax's response, along with the South Dakota Vendor Manual are made part of the vendor's contract by this reference.
2. OfficeMax's Employer Identification Number is **12162845**.
3. **Extension:** The contract may be renewed subject to the same terms and conditions for up to three (3) additional one (1) year periods, upon mutual consent of the parties. Notice shall be given by the State to the vendor at least 60 days prior to the termination of the contract, and the vendor shall agree to such extension within 30 days thereafter, before such extension period shall become effective.
4. **Pricing:** Price increases will not be considered until this contract has been in effect for 90 days for the percentage category discount. Prices for core list items are firm for a period of one year. Price adjustments to core list items will be considered after the initial one year period, based on the discount from the price list spreadsheet submitted prior to award. Subsequent price adjustments will be allowed on an annual basis in the same manner. For the balance of the catalog items, quarterly price adjustments will be allowed based on updates to the original price list spreadsheet. However, the percentage category discount will remain firm for the length of the contract, including any extensions. Paper and toner will be adjusted every six (6) months. The vendor must submit the updated contract pricing to the Office of Procurement Management for approval. Core list pricing shall be separated from the balance of the catalog pricing on the electronic file. The electronic file shall be submitted thirty (30) days prior to the start of a new contract quarter. Written requests for price escalation must be supported by dated manufacturer's printed price sheets or similar documentary evidence. This evidence must be presented to the Office of Procurement Management, and if approved, the new pricing will become effective on the first day of the new contract quarter.

Price decreases are acceptable on invoice(s) presented for payment. If the open market price of a specific contract item is under OfficeMax's price, the State reserves the right to purchase the lower priced product.

5. **Delivery:** OfficeMax shall furnish and deliver all of the awarded items of supplies, equipment, and commodities enumerated in the schedules and specifications, at the price and according to the terms and conditions, and of the kind, quality, and amounts and at the times specified in the schedules and specifications. The supplies, equipment and commodities shall be delivered to the Director of the Office of Procurement Management or to such State Department or State agency as he shall direct and such delivery shall be made without cost to the State.
6. In the event of the inability or failure of OfficeMax to furnish and deliver any item or items enumerated in the schedules and specifications at the time and in accordance with the terms and conditions therein provided, the Director of the Office of Procurement Management may contract for or purchase such supplies, equipment, and commodities in the open market and OfficeMax shall make good the excess over the price named in the schedule and specifications and the cost of such supplies, equipment, and commodities in the open market provided however, that the foregoing provisions shall not apply where other penalties for any default in the performance of the conditions of this contract are provided for in the schedules and specifications.
7. All orders shall be shipped F.O.B. destination. All deliveries are desktop delivery. OfficeMax will not combine orders from multiple agencies into one drop shipment to one central address at any time during the contract period. It is understood that some orders may be placed by telephone or by walk-in traffic at retail store locations. Delivery for all items on this contract, other than special order or backordered items, shall be made next day delivery to Pierre, Rapid City, Sioux Falls, Brookings, Mitchell, Watertown, Vermillion, Aberdeen, Spearfish, Madison, Springfield, Yankton, and Redfield, as long as the order is placed by 5:00 P.M., Central Time. Delivery will be made within two days to all other locations within the State of South Dakota, as long as the order is placed by 5:00 P.M., Central Time. An additional 10 days will be allowed for back-ordered items when notification is given, in writing, to the ordering agency that the items are not available for immediate delivery. For special order items, the requesting agency must be informed at the time of order that the item is a special order item and the anticipated date of delivery. Core items are not considered special order.

No minimum order or minimum poundage requirement is allowed.

8. OfficeMax will not use State equipment, supplies or facilities. OfficeMax will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.
9. OfficeMax agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require OfficeMax to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
10. OfficeMax, at all times during the terms of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

OfficeMax shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

OfficeMax shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance:

OfficeMax shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, OfficeMax shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, OfficeMax agrees to endeavor to provide prompt notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required.

11. While performing services hereunder, OfficeMax is an independent contractor and not an officer, agent, or employee of the State of South Dakota.
12. OfficeMax agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject OfficeMax or the State to liability. OfficeMax shall report any such event to the State immediately upon discovery.

OfficeMax's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. OfficeMax's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation OfficeMax to report any event to law enforcement or other entities under the requirements of any applicable law.

13. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event OfficeMax breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to OfficeMax at the time of termination may be adjusted to cover any additional costs to the State because of OfficeMax's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by OfficeMax it is determined that OfficeMax was not at fault, then OfficeMax shall be paid for eligible services rendered and expenses incurred up to the date of termination.
14. Performance Measures: OfficeMax shall maintain the following performance rates of measure throughout the term of the contract:
 - A. Order accuracy rate of 98%
 - B. Order fill rate of 98%,
 - C. On-time delivery rate of 98%,
 - D. Pricing accuracy rate of 98%

Failure of OfficeMax to maintain these performance rates throughout the life of the contract will be considered a breach of contract and may be grounds for termination of the agreement. In the event of such breach, OfficeMax will receive two warnings for non-compliance with an opportunity to cure, and a third incident of non-compliance will result in contract termination.

15. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

16. This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
18. OfficeMax will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
19. OfficeMax may not use subcontractors to perform the services described herein without the express prior written consent of the State. OfficeMax will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. OfficeMax will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
20. OfficeMax hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by OfficeMax in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by OfficeMax without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
21. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Lisa Hubbard on behalf of the State, and by Josh Beyerlein, on behalf of OfficeMax, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
22. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
23. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
24. **On-line Ordering Website Information:** Individuals ordering from this contract must have an account pre-established with OfficeMax. Account set-up must be directed through the vendor and can be completed by 1 (877) 969-OMAX (6629) or by emailing customersupport@officemax.com. Orders will be placed by accessing a "punch-out" catalog through the State's E-procurement system. State of South Dakota employees requiring set up in the State's E-procurement system must contact Lisa Hubbard with the Office of Procurement Management by email at Lisa.Hubbard@state.sd.us or by telephone at (605) 773-4580.

Retail Connect Cards can be used for purchasing. Retail Connect cards will be placed at OfficeMax stores in Aberdeen, Watertown, Sioux Falls, and Rapid City. You can also request a retail connect card by calling OfficeMax customer service at (877) 969-OMAX (6629) or by emailing customersupport@officemax.com.

Pricing is available only through the website. The pricing will be automatically assigned.

Items on other contracts (i.e., furniture, computer related items, etc.) will be blocked. Approval to unblock those items will be required from the Office of Procurement Management.

An automatic email response of delivery information will be sent to the ordering agency. Automatic backorder/out-of-stock information will be emailed to the ordering agency within twenty-four (24) hours of order.

- 25. Substitutions:** Substitutes of any item will not be allowed unless prior approval is obtained in writing from the Office of Procurement Management. Some items may be discontinued by any manufacturer during this contract period. If an item is discontinued, the contractor will be required to supply a like item, at the same cost, even though it may be at a loss.
- 26. Forced Substitution:** The practice of forced substitution will not be accepted. For the purposes of this contract, the term forced substitution shall be defined as followed: "The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity."
- 27. Re-Stocking Fees:** There are no re-stocking fees.
- 28. Warranty:** All products shall be new, unused, current production models, where applicable. OfficeMax will pass through to Customer any applicable warranties of the manufacturer to the extent permissible. OfficeMax will assist the State of South Dakota with manufacturer warranty issues where necessary.
- 29. Customer Support:** OfficeMax is available to provide on-site customer assistance services at agency's request which may include system demonstrations, orientation meetings and customer assistance.

Customer service representatives are available during normal business hours 6:00 A.M. to 9:00 P.M. Central Time Monday through Friday and 8:00 A.M. to 2:00 P.M. Central Time on Saturday by contacting Customer Support at email: CustomerSupport@OfficeMax.com or telephone (877) 969-6629 or fax (877) 969-1629. OfficeMax currently maintains a 97% "done-in-one" resolution

rate. If the issue cannot be resolved in one telephone call, a case will be opened and will be resolved within 24 hours.

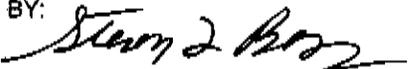
Assistance can be received for:

- 1 Status of Orders (e.g. shipped, pending, etc)
- 2 Delivery Information
- 3 Back Order Information
- 4 Statewide Contract Pricing Information
- 5 Product Exclusions (i.e. "lock out items")
- 6 Contract Compliance Requirements (e.g. delivery timeline requirements, invoice timeliness, etc)
- 7 General Product Information
- 8 Account set-up

In Witness whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE OF SOUTH DAKOTA

BY:



Steven L. Berg, Director Office of

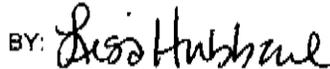
Procurement Management

10/31/11

Date

WITNESS - STATE OF SOUTH DAKOTA

BY:

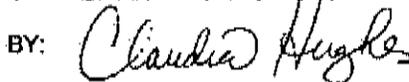


10/31/11

Date

OFFICEMAX INCORPORATED

BY:



Claudia Hughes

Vice President, National Accounts

10/31/11

Date

WITNESS - OFFICEMAX

BY:



10/31/11

Date