

Idaho Division of Purchasing

Renewal

Purchase Order Name:	Statewide Office Supplies
Contract Number:	PADD15200009
Parties:	State of Idaho OFFICE MAX/OFFICE DEPOT Inc.
This Renewal Value:	1,250,000.00 USD
Total Contract Value:	46,250,000.00 USD
Start Date:	12/20/2022 12:00 AM
End Date:	3/31/2023 11:59 PM

Contract Administrator: David Miller; David.Miller@adm.idaho.gov

Instructions

PADD15200009, Statewide Office Supplies(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Pricing is in accordance with the terms and conditions as set forth in the NASPO Office Supplies Master Agreement #5737, as amended. Contractor's signed renewal letter to PADD15200009 is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Tom Burns

+1 425-922-8078
Thomas.Burns@officedepot.com

Payment Details
Payment Terms: Net 30

Signature signed By:

David Miller /	Digitally signed by
Contract	David Miller / Contract
Administrator	Administrator
	Date: 2022.12.15
	09:18:20 -07'00'



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho
Department of Administration
Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

November 28, 2022

ODP Business Solutions, LLC
Attn: Thomas Burns

VIA ELECTRONIC TRANSMISSION
Thomas.Burns@OfficeDepot.com

RE: Renewal of Contract PADD15200009, a Contract for Office Supplies, for the State of Idaho

Expiring 12/19/2022

The State of Idaho would like to extend the above referenced contract.

The contract extension period is December 20, 2022, to March 31, 2023, or until a new contract is awarded. Any additional extensions beyond this period must be executed in writing by Division of Purchasing (DOP). The same terms, conditions and ~~prices~~ prevail for the contract extension period, except as expressly modified herein. *

Please also provide an updated Certificate of Insurance with your extension documents.

**On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this extension letter are acceptable to your company, please sign below and return via mail, or e-mail ContractAdmin@adm.idaho.gov @ the Division of Purchasing. Please update your IPRO profile as well- including contact information, if necessary, to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

*Pricing is accordance with the terms and conditions as set forth in the NASPO Office Supplies Master Agreement #5737, as amended.

Sincerely,

David Miller

Contract Administrator
Idaho Division of Purchasing

Contractor agrees to the terms detailed herein:

COMPANY: ODP Business Solutions, LLC

Name & Title (Printed): Thomas Riccio, Sr. Vice President

Signature: Thomas Riccio



12/4/2022

Date: _____

Idaho Division of Purchasing

Name & Title (Printed): David Miller / Contract Administrator

Signature: David Miller

Date: 12/15/2022

If you need to update the contact information for this contract, please do so below.

UPDATED CONTRACTOR CONTACT INFORMATION for PADD15200009

Contact Name	Thomas Burns
Title	Strategic Account Manager
Address	6805 S 217th Street
	Kent WA 98032
Phone	425.922.8078
Fax	
E-mail	thomas.burns@odpbusiness.com

Contract PADD15200009
Contract for Office Supplies, for the State of Idaho
Acknowledgment of Idaho State House Bill 220

ODP Business Solutions, LLC

"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Thomas Riccio

Acknowledged by (PrintName): _____

Senior Vice President

Title: _____

Signature: Thomas Riccio

Date: 12/4/2022



Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: BJS WSCA PADD
Contract Number: PADD15200009
Contract Value: 15,000,000.00 USD
Purchase Order Date: 10/25/2019
Service Start Date: 12/20/2019 12:00 AM
Service End Date: 12/19/2022 11:59 PM
Submitted By: Jason Urquhart

Supplier

OFFICE MAX/OFFICE DEPOT Inc.
3621 N W Yeon Ave
Portland
OR, 97210
Phone: +1 503-781-2970
Fax: +1 000-000-0000
Email: hisashi.tatsumi@officedepot.com

Shipping Details

Ship FOB: Destination, Prepaid
Shipping Instructions: Per Agency Order

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations See
Below for Details on
Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

Ship to Ordering
Agency
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Payment Details

Payment Terms: Net 30

Instructions

PADD15200009, Office Supplies for the state of Idaho (the “Contract”) is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor’s signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

NO OTHER CHANGES NOTED.

Contract History:

Contract initial term: 1/6/15 - 12/18/16. Total estimated amount: \$12,000,000.00.

Renewal 01. Term: 12/19/16 - 12/19/19. Total estimated amount: \$18,000,000.00.

Amendment 02 (administrative amendment). Total estimated amount: \$0.00.

Renewal 02. Term: 12/20/19 - 12/19/22. Total estimated amount: \$15,000,000.00.

Total estimated contract value: \$45,000,000.00.

Participating Addendum**NOTICE OF STATEWIDE CONTRACT (PADD) AWARD**

This Contract is for Office Supplies, awarded pursuant to State of Oregon Master Agreement No. PA 5737, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Hisashi Tatsumi

Phone: +1 303-638-7515

E-mail: hisashi.tatsumi@officedepot.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

Special Instructions:

Internal Comments:

Total USD

Signature: Jason Urquhart

Jason R.
Urquhart

Digitally signed by
Jason R. Urquhart
Date: 2019.10.25
14:14:03 -06'00'

Signed By: _____

**AMENDMENT No. 9 to
MASTER AGREEMENT# 5737**

I. This is Amendment No. 9 to Master Agreement #5737, ("Amendment No. 9"), dated June 11, 2019, ("Amendment No. 9 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and Office Depot, Inc., ("Contractor"), and amends that certain Master Agreement #5737, dated as of December 19, 2014 (the "Master Agreement"), on the terms and conditions as provided herein.

II. The Master Agreement is hereby amended as follows:

- a. The parties acknowledge and agree to extend the Master Agreement as defined in Section 1.5 of the Master Agreement. This Master Agreement shall be extended for an additional 3-year term. The new expiration date shall be December 19, 2022.
- b. All Master Agreement terms and conditions shall remain firm and in effect throughout the term of the Master Agreement.

III. Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Price Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Price Agreement.

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and, (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

CONTRACTOR: Office Depot, Inc.

By: _____

Name: Chris McEntee

Title: VP

Date

7-12-19



DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By: _____

Name:

Title:

Date

SPA

7/15/19



BRAD LITTLE

Governor

BRYAN MOONEY

Director

STEVE BAILEY

Administrator

State of Idaho

Department of Administration
Division of Purchasing

304 N 8th Street, Rm 403 (83702)

P. O. Box 83720

Boise, ID 83720-0075

Telephone (208) 327-7465

Fax: 208-327-7320

<http://purchasing.idaho.gov>

August 15, 2019

Office Depot
Attn: Terry Conway

VIA E-MAIL TRANSMISSION
Terry.Conway@officedepot.com

RE: Renewal of Contract PADD15200009, a Contract for Office Supplies for the various State of Idaho Agencies, Institutions, and Departments
Expiring 12/19/2019

The State of Idaho would like to renew the above referenced contract for a period of Three (3) Years.

The contract renewal period is December 20, 2019 to December 19, 2022. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Jason Skelton
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: Office Depot, Inc.

BY:

(Signature)

Chris McEntee, Vice President

(Printed Name)

DATE:

8-29-19



UPDATED CONTACT INFORMATION for PADD15200009:

Contact Name	Martha Brocke
Title	Major Account Manager
Address	8551 West Franklin Rd, Boise, ID 837-5
Phone	208-794-6105
Fax	n/a
E-mail	martha.brocke@officedepot.com

IDAHO

State of Idaho

CHANGE ORDER - 02**PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

Purchase Order Number: PADD15200009

Account Number: AC-1

Revision Number: 02

Change Order Date: November 1, 2016

Service Start Date: December 19, 2016

Service End Date: December 19, 2019

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

James Chatfield
OFFICE MAX/OFFICE DEPOT Inc.
3621 N W Yeon Ave
Portland, OR 97210
Phone: 503-781-2970

Fax:**Email:** james.chatfield@officedepot.com**Buyer Contact**

Jason Skelton
Tel: 208-332-1610
Fax: 208-327-7320
Jason.Skelton@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

11/01/2016 Administrative change to correct the Service Start and End Dates.

PADD15200009 Office Supplies is renewed effective 12/19/16 to 12/19/19 as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

This Contract is for Office Supplies, pursuant to Western States Contracting Alliance (WSCA) and Oregon Price Agreement No. PA 5737. The contract is for the benefit of State of Idaho Agencies, Institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis. The Participating Addendum is on file at the Division of Purchasing.

Contract Title: Office Supplies
Contract Usage Type: Mandatory Use
Public Agency Clause: Yes
Contract Administration: Jason Skelton
Phone Number: 208-332-1610
Fax Number: 208-327-7320
E-Mail: Jason.Skelton@adm.idaho.gov

Please contact your service rep below for any questions:

Boise - All areas north to CDA and east to ISU (all areas east to Pocatello, Idaho Falls, etc.)

Contact: "Sashi" Hisashi Tatsumi

Direct Number: 208-891-2753

Email: Hisashi.Tatsumi@officedepot.com

North Idaho - CDA and north

Contact: Linda Davis

Direct Number: 509-279-3722

Email: Linda.Davis@officedepot.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any Invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
N/A	3.00	0		ANN	0.00	\$0.00
Item Description	#1					

OFFICE SUPPLIES CONTRACT

Furniture is excluded from this PADD. Furniture includes (but is not limited to) panel systems as well as standalone office furniture (e.g. desks, chairs, filing systems, etc.).

Computers, printers, scanners, monitors, drivers and large volume copy machines are also excluded from this PADD.

Other commodities or services which are available on current Statewide Blanket Purchase Orders (SBPOs) or Participating Addendums (PADDs) that were executed by the state of Idaho prior to this PADD may only be procured from this PADD if the commodity or service cannot be obtained from the other SBPO/PADD (e.g. janitorial supplies, envelopes, MRO - maintenance, repair and operating supplies, lab equipment and supplies, computers, large volume multi-function copiers, etc.).

Delivery Date: November 2, 2016
Shipping Method: Delivery
Shipping Instructions:
Ship FOB: Destination
Attachment(s)
Special Instructions:

Sub-Total (USD)	\$0.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$0.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature

Signed By: Jason Skelton



State of Idaho

CHANGE ORDER - 01**PLEASE DO NOT DUPLICATE THIS ORDER.****Change Order Summary**

Purchase Order Number: PADD15200009
Account Number: AC-1
Revision Number: 01
Change Order Date: October 31, 2016
Service Start Date: January 6, 2015
Service End Date: December 18, 2016
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

James Chatfield
OFFICE MAX/OFFICE DEPOT Inc.
3621 N W Yeon Ave
Portland, OR 97210
Phone: 503-781-2970

Fax:**Email:** james.chatfield@officedepot.com**Buyer Contact**

Jason Skelton
Tel:208-332-1610
Fax: 208-327-7320
Jason.Skelton@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD15200009 Office Supplies is renewed effective 12/19/16 to 12/19/19 as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

This Contract is for Office Supplies, pursuant to Western States Contracting Alliance (WSCA) and Oregon Price Agreement No. PA 5737. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis. The Participating Addendum is on file at the Division of Purchasing.

Contract Title: Office Supplies
Contract Usage Type: Mandatory Use
Public Agency Clause: Yes
Contract Administration: Jason Skelton
Phone Number: 208-332-1610
Fax Number: 208-327-7320
E-Mail: Jason.Skelton@adm.idaho.gov

Please contact your service rep below for any questions:

Boise - All areas north to CDA and east to ISU (all areas east to Pocatello, Idaho Falls, etc.)

Contact: "Sashi" Hisashi Tatsumi

Direct Number: 208-891-2753

Email: Hisashi.Tatsumi@officedepot.com


North Idaho - CDA and north

Contact: Linda Davis

Direct Number: 509-279-3722

Email: Linda.Davis@officedepot.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Items		Unit	Unit Price	Total
	Quantity	Back Order			
N/A	3.00	0	ANN	6,000,000.00	\$18,000,000.00
Item Description					
#1					
OFFICE SUPPLIES CONTRACT					
Furniture is excluded from this PADD. Furniture includes (but is not limited to) panel systems as well as standalone office furniture (e.g. desks, chairs, filing systems, etc.).					
Computers, printers, scanners, monitors, drivers and large volume copy machines are also excluded from this PADD.					
Other commodities or services which are available on current Statewide Blanket Purchase Orders (SBPOs) or Participating Addendums (PADDs) that were executed by the state of Idaho prior to this PADD may only be procured from this PADD if the commodity or service cannot be obtained from the other SBPO/PADD (e.g. janitorial supplies, envelopes, MRO - maintenance, repair and operating supplies, lab equipment and supplies, computers, large volume multi-function copiers, etc.).					
					
Delivery Date:	November 1, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:	Destination				
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$18,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$18,000,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By : Jason Skelton



C.L. "Butch" OTTER
Governor
ROBERT L. GEDDES
Director
SARAH HILDERBRAND
Administrator

State of Idaho

Department of Administration
Division of Purchasing

650 West State Street B-15 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

October 24, 2016

Office Depot/Office Max, Inc.
Attn: Chris McEntee

VIA E-MAIL TRANSMISSION
james.chatfield@officedepot.com

RE: Renewal of Contract PADD15200009, a Contract for Office Supplies for various State of Idaho Agencies, Institutions, and Departments
Expiring December 18, 2016


The State of Idaho would like to renew the above referenced contract for a period of Three (3) Years.

The contract renewal period is December 19, 2016 to December 19, 2019. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,


Bonnie Sletten
Idaho Division of Purchasing

APPROVED: X YES NO

COMPANY: OFFICE DEPOT / OFFICE MAX

BY: Chris McEntee
(Signature)

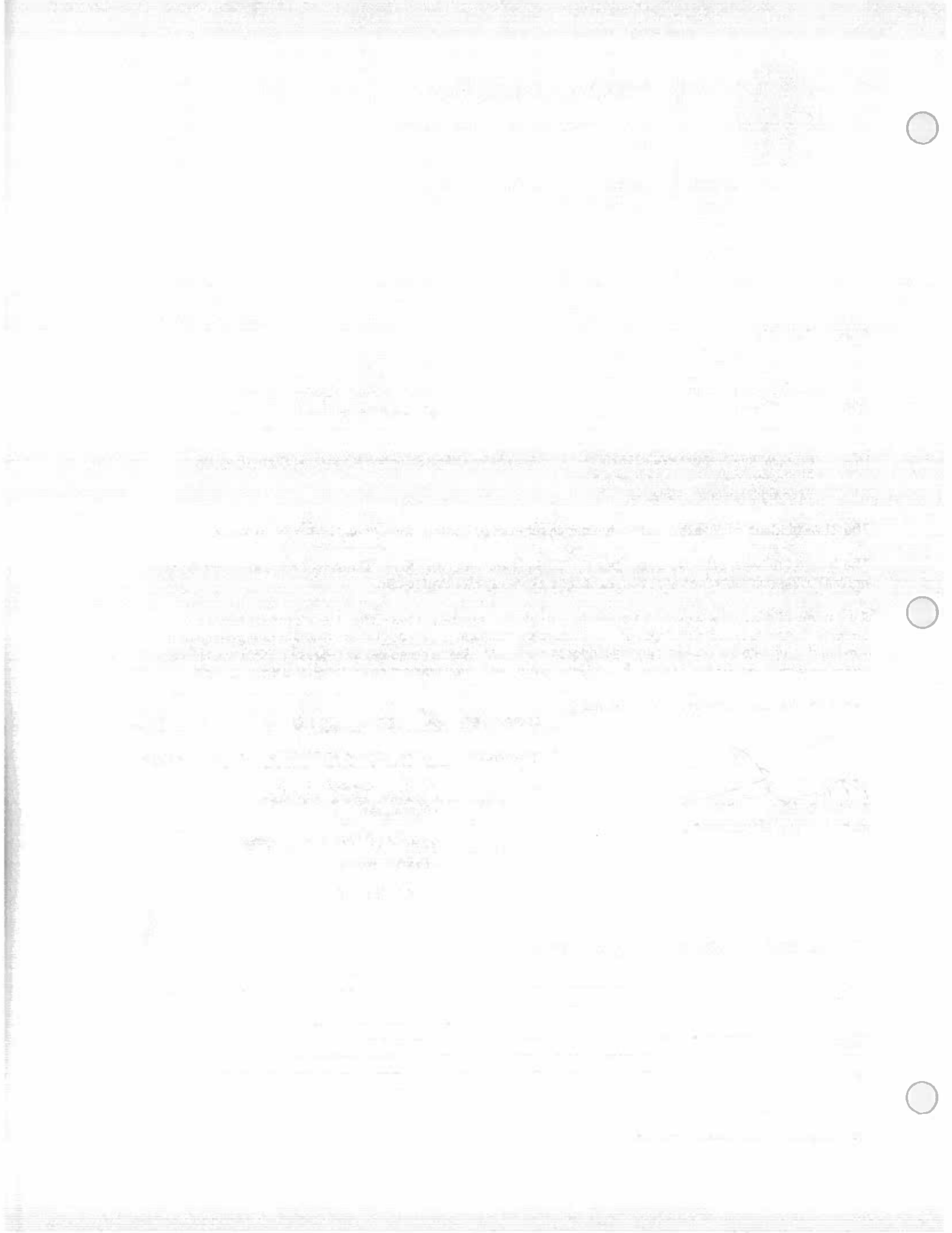
CHRIS M'ENTEE
(Printed Name)

Date: 10-28-16



UPDATED CONTACT INFORMATION for PADD15200009:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



**AMENDMENT No. 3 to
MASTER AGREEMENT# 5737**

I. This is Amendment No. 3 to Master Agreement #5737, ("Amendment No. 3"), dated September 28 2016, ("Amendment No. 3 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and Office Depot, Inc., ("Contractor"), and amends that certain Master Agreement #5737, dated as of December 19, 2014 (the "Master Agreement"), on the terms and conditions as provided herein.

II. The Master Agreement is hereby amended as follows:

- a. The parties acknowledge and agree to extend the Master Agreement as defined in Section 1.5 of the Master Agreement. This Master Agreement shall be extended for an additional 3 year term. The new expiration date shall be December 19, 2019.
- b. All Master Agreement terms and conditions shall remain firm and in effect throughout the term of the Master Agreement. |

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR: Office Depot, Inc.

By: Chris M. Euter Regional Vice President 10-20-16
Name: CHRIS MCENTEE Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By: Samir M. [Signature] SPA 10/24/16
Name: Title: Date



IDAHO

State of Idaho

Participating Addendum

Purchase Order Summary

Supplier

Purchase Order Number: PADD15200009
Account Number: AC-1
Purchase Order Date: January 6, 2015
Service Start Date: January 6, 2015
Service End Date: December 18, 2016
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination
Attachment(s):

James Chatfield
OFFICE MAX/OFFICE DEPOT Inc.
OFFICE MAX/OFFICE DEPOT Inc.
3621 N W Yeon Ave
Portland, OR 97210
503-781-2970

Buyer Contact

Bonnie Sletten
Tel: 208-332-1606
Fax: 208-327-7320
bonnie.sletten@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
State of Idaho
Various Locations
See Below for Details
on Specific Locations
Various, Idaho 83702

Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

This Contract is for Office Supplies, pursuant to Western States Contracting Alliance (WSCA) and Oregon Price Agreement No. PA 5737. The contract is for the benefit of State of Idaho Agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Master Contract on an as needed basis for a period of two years commencing January 6, 2015 and ending December 18, 2016. The Participating Addendum is on file at the Division of Purchasing.

Contract Title: Office Supplies
Contract Usage Type: Mandatory Use
Public Agency Clause: Yes
Contract Administration: Bonnie Sletten
Phone Number: 208-332-1606
Fax Number: 208-327-7320
E-Mail: Bonnie.Sletten@adm.idaho.gov

Please contact your service rep below for any questions:

Boise - All areas north to CDA and east to ISU (all areas east to Pocatello, Idaho Falls, etc.)

Contact: "Sashi" Hisashi Tatsumi

Direct Number: 208-891-2753

Email: Hisashi.Tatsumi@officedepot.com


North Idaho - CDA and north

Contact: Linda Davis

Direct Number: 509-279-3722

Email: Linda.Davis@officedepot.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
N/A	2	0		ANN	\$6,000,000.00	\$12,000,000.00
Item Description						
#1						
OFFICE SUPPLIES CONTRACT						
Furniture is excluded from this PADD. Furniture includes (but is not limited to) panel systems as well as standalone office furniture (e.g. desks, chairs, filing systems, etc.).						
Computers, printers, scanners, monitors, drivers and large volume copy machines are also excluded from this PADD.						
Other commodities or services which are available on current Statewide Blanket Purchase Orders (SBPOs) or Participating Addendums (PADDs) that were executed by the state of Idaho prior to this PADD may only be procured from this PADD if the commodity or service cannot be obtained from the other SBPO/PADD (e.g. janitorial supplies, envelopes, MRO - maintenance, repair and operating supplies, lab equipment and supplies, computers, large volume multi-function copiers, etc.).						
						
Delivery Date:	January 5, 2015					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:						

Sub-Total (USD) \$12,000,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$12,000,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.


 Bonnie Setlow

PARTICIPATING ADDENDUM
PADD 15200009

STATE OF OREGON on behalf of the
Member states of the
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM

OFFICE SUPPLIES AND SERVICES Toner, Paper, Recycled-
Content/Green Products and other Miscellaneous Products

Master Agreement No: PA 5737

Office Depot, Inc.
("Contractor")

And
The State of Idaho
("Participating State")

1. **Scope:** This Participating Addendum covers the purchase of *Office Supplies and Services*, pursuant to Oregon Master Agreement PA5737 (as amended by this PADD), for all Idaho state agencies and other entities located in the Participating State.

2. **Participation:** All Idaho state agencies and public agencies, as specified below. Issues of interpretation and eligibility for participation are solely within the authority of Idaho's Chief Procurement Official.

3. **Participating State Modifications to Master Agreement:**
(*The following apply only to actions and relationships within the Participating State.*)

3.1 Idaho Participation

All state governmental entities within the state of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) are hereby authorized to purchase products and services under the terms and conditions of Master Agreement PA 5737 ("Master Agreement"), as amended by this Participating Addendum (PADD). Public Agency is defined to include any city or political subdivision of the state of Idaho, including, but not limited to counties, schools districts, highway districts, port authorities, instrumentalities of counties, cities or any political subdivision created under the laws of the state of Idaho.

3.2 Applicable Law:

Notwithstanding any terms to the contrary in the Master Agreement, the State of Idaho's PADD and all orders issued thereunder shall be construed in accordance with, and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PADD will remain in force.

3.3 Idaho Exclusions (excluded items will be identified by Contractor in accordance with its internal classifications):

- A. Furniture is excluded from this PADD. Furniture includes (but is not limited to) panel systems as well as standalone office furniture (e.g. desks, chairs, filing systems, etc.).
- B. Computers, printers, scanners, monitors, drivers and large volume copy machines are also excluded from this PADD.
- C. Other commodities or services which are available on current Statewide Blanket Purchase Orders (SBPOs) or Participating Addendums (PADDs) that were executed by the state of Idaho prior to this PADD may only be procured from this PADD if the commodity or service cannot be obtained from the other SBPO/PADD (e.g. janitorial supplies, envelopes, MRO – maintenance, repair and operating supplies, lab equipment and supplies, computers, large volume multi-function copiers, etc.).
- D. The contract number for the Participating State is PADD 15200009
- E. Orders:

All orders issued by state agencies and other public agencies within Idaho should include a reference to the Price Agreement (PA 5737) as well as the Participating Addendum (PADD 15200009) for order tracking purposes. All purchasers issuing valid orders will be bound by the terms and conditions of this Participating Addendum and the Price Agreement.

3.4 Administrative Fee:

A 1.25% Administrative Fee will apply to all purchases made under the resulting contract by any state or public agency in Idaho. On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly Contract sales. Administrative Fee payments and reports to the state of Idaho are due no later than 30 days after the end of each quarter. Pricing has been adjusted to incorporate the Administrative Fee so that the price to ordering agencies will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Oregon Master Agreement PA5737.

State of Idaho Reporting Time Line:

- 1st - Quarter July 1- Sept 30
- 2nd - Quarter Oct 1 - Dec 31
- 3rd - Quarter Jan 1- Mar31
- 4th - Quarter Apr 1 - Jun 30

Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number you must provide a listing of all items purchased during the prior quarter indicating the Item # and. description, the unit list prices, unit net prices after discount, and the total dollar amount (as well as any other elements required by the State). Accounts will be grouped, with

state agencies grouped separately from political subdivisions/non-state entities (e.g. cities, counties, school districts, water districts, etc.).

Report of Contract Purchases: The reports shall be in the following format:

Contractor Name; Contract Number (PADD 15200009); Sales Period Date; Delivery Destination; Product Description; Quantity Delivered; Total \$ Shipped

The report must be submitted electronically via email to: purchasing@adm.idaho.gov

Administrative Fee Payment checks to be made out and mailed to:

Division of Purchasing, State of Idaho
PO Box 83720
Boise, ID 83720-0075

Additional reporting requirements:

The Contractor shall maintain all records necessary to properly account for all payments made to Contractor pursuant to the resulting contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

Unless otherwise required by statute, audits and records inspection shall be limited solely to review of non-confidential and non-proprietary records. Audits shall be performed no more than once per calendar year. Contractor has the right to dispute the results of any audit. Any resulting underpayment may be offset by any overpayment. In the event that a third party auditor is used, Contractor reserves the right to approve such auditor, which approval shall not be unreasonably upheld. Additionally, the auditor must execute Contractor's non-disclosure agreement. Audits shall be performed at the expense of the Participating State. Note: this audit provision applies only to an audit ordered by the state of Idaho related to performance under this PADD and does not impact the audit provision(s) contained in the Master Agreement.

The Division of Purchasing may request custom reports from Contractor. Custom reports may include reporting on most common items procured; ordering entity comparisons; reports to aid an Ordering Entity in inventory control; reports tracking ordering/delivery times; etc. Contractor will provide custom reports as requested by the State, on an occasional basis (no more than 3 per contract year), at no additional charge.

4. Primary Contacts: The primary contacts are as follows (or their named successor):

Contractor:

Name	Tim Burgett Office Depot Inc.
Address	6600 North Military Drive Boca Raton Fla 33496
Telephone	303-638-7515
Fax	303-459-8204
E-mail	tim.burgett@officedepot.com

Participating State:



Name	Bonnie Sletten State of Idaho
Address	650 W State St Rm B-15 Boise Id 83702
Telephone	208-332-1606
Fax	208-327-7320
E-mail	Bonnie.Sletten@adm.idaho.gov

5. **Subcontractors:** All dealers and resellers authorized by the Contractor, and acknowledged by the state of Idaho, are approved to provide sales and service support to participants in the Master Agreement. Participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. **Orders:** Any Order placed by a Participating State (state agency or public agency) for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

8. **Entire Agreement:** This PADD and the Master Agreement, together with its exhibits and amendments, set for 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 PADD and the Master Agreement shall not be added to or incorporated into this PADD or the Master Agreement 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 the Master Price Agreement, as amended by this PADD shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of the last signature, below:

Participating State: IDAHO	Contractor: Office Depot, Inc.
By: 	By: 
Name: Bonnie Sletten	Name: Tim Burgett
Title: Purchasing Officer	Title: Vice President
Date: 1/6/2015	Date: 1-6-2015



Note: Participating State is an existing customer purchasing from the OfficeMax platform