

IDAHO

State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Supplier

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

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
Mall Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
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 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mall 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 Back Order	Unit	Unit Price	Total
N/A	3.00	0	ANN	0.00	\$0.00
Item Description	#1	<p>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.).</p> <p>Computers, printers, scanners, monitors, drivers and large volume copy machines are also excluded from this PADD.</p> <p>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.).</p>			
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

Supplier

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

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

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

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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	Quantity	Items Back Order	Unit	Unit Price	Total
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.).

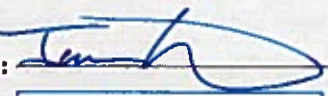
Computers, printers, scanners, monitors, drivers and large volume copy machines are also **excluded** from this PADD.

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



State of Idaho
 Department of Administration
 Division of Purchasing

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

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	

[The page contains extremely faint and illegible text, likely bleed-through from the reverse side of the document. The text is scattered across the page and does not form any recognizable words or sentences.]

**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 M'ENTEE Title: Date

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

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



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State of Idaho

Participating Addendum

Purchase Order Summary

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):

Supplier

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

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 on Specific Locations
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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.


 Donnie 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