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CONTRACT DOCUMENTS

CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA
and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

DIGITAL PRINT AND COPY SERVICES
WSCA/STATE OF UTAH, CONTRACT NUMBER MA041

Contractor:

OfficeMax North America, Inc.
1420 East 4800 West
Salt Lake City, UT 84104
480.600.1861

CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION, AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between **OfficeMax North America, Inc., 1420 East 4800 West, Salt Lake City, UT 84104** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the WSCA/State of Utah and OfficeMax North America, Inc., Contract Number MA041, dated April 19, 2011, which was prepared in accordance with the WSCA/State of Utah's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Digital Print and Copy Services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the WSCA/State of Utah Contract Number MA041, dated April 19, 2011; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the WSCA/State of Utah Contract Number MA041, dated April 19, 2011 for Digital Print and Copy Services, with only those exceptions stated herein; and

WHEREAS, the WSCA/State of Utah, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the WSCA/State of Utah Contract Number MA041, dated April 19, 2011, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Digital Print and Copy Services for the Owner's various departments, agencies and divisions as the Owners may determine.

2. Term of the Contract. The term of this contract is for a period beginning from the date of execution of the contract through March 31, 2014

2.1 Upon conclusion of the initial term, the contract may be renewed for two (2) additional one (1) year terms with mutual written agreement by both parties not to exceed the term of the current WSCA/State of Utah contract.

2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to WSCA/State of Utah Contract Number MA041, dated April 19, 2011 .

3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the Purchasing Solutions Alliance shall be made available to the Owners.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County),their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
   - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
   - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver electrical supplies.
     - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the WSCA/State of Utah and OfficeMax North America, Inc., Contract Number MA041, dated April 19, 2011.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. WSCA/State of Utah Contract Number MA041, dated April 19, 2011
3. Tax Exempt Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Resolution No._____

dated _____

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

for Lancaster County Attorney

The Board of County Commissioners of Lancaster County, Nebraska

Dated: 8/28/12

EXECUTION BY PUBLIC BUILDING COMMISSION

Lincoln-Lancaster County PBC Attorney

Lincoln-Lancaster County Public Building Commission

Dated:_____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

OFFICEMAX, INC.
Name of Corporation

263 SHUMAN BLVD., NAPERVILLE, IL 60563
(Address)

ATTEST:

_____ (SEAL)
Secretary

By: WILLIAM J. BROWER
Duly Authorized Official

DISTRICT SALES MANAGER
Legal Title of Official

William J Brower

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
(Address)

By:_____
Member

By:_____
Member

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA041

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

OfficeMax North America, Inc.		
Name		
1420 East 4800 West		
Address		
Salt Lake City	UT	84104
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Greg Erickson Phone #480-600-1861 Fax # 480-629-8783 Email gregerickson@officemax.com
Federal Tax ID# 82-0100960 Vendor #63625BB Commodity Code #96618

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
Digital Print and Copy Services

3. CONTRACT PERIOD: Effective date: 04-01-2011 Termination date: 03-31-2014 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): two (2) additional 12-month terms.

4. PRICING AS PER THE ATTACHMENT: Attachment C Pricing Proposal
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 24-72 hours
MINIMUM ORDER: None
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: WSCA Contract Terms and Conditions, State Cooperative Contract (REVISED)
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #MP11015 dated Dec 6, 2010.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature — Date: 4/19/11

Daniel J. Mahoney VP, Print
Type or Print Name and Title

STATE OF UTAH

Director, Div. of Purchasing & General Svs. — Date: 4/13/11

Rev 10/15/08

Attachment A
Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by Contractor, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute." Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a contractor's request, transportation collect.

CASH DISCOUNT TERMS: Contractor may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. WSCA Member or Customer

represents and warrants that it will not present to Contractor orders which involve the reproduction of materials protected under copyright, patent and/or trademark law unless Customer owns such rights, is an authorized agent of the owner of such rights or otherwise has permission to reproduce the materials. In the event a suit or other claim for infringement of any patent, copyright or trademark in relation to the work delivered under this Agreement is brought against OfficeMax, which is caused by a breach of this warranty by Customer, Contractor shall give WSCA Member or Customer, as applicable, prompt notice of the suit. Notwithstanding anything to the contrary, the WSCA Member or Customer, as applicable, shall only be responsible to defend, participate, or be liable for any damages only to the extent that the claim relates to alleged infringing materials that WSCA Member or Customer provided to OfficeMax for reproduction. Notwithstanding anything to the contrary, Contactor's duty to release, indemnify and hold harmless a WSCA Member or Customer does not arise when the third-party copyright/patent infringement claim is based on materials that WSCA Member or Customer provided to OfficeMax for reproduction.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible contractors(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the Contractor certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

Default. In the event that either Party breaches a material term of this Agreement, including Participating State's or Participating Entity's obligation to make any payment as and when due to Contractor, and such breach is not cured within thirty (30) days of written notice, then, at any time, in its sole discretion, the non-breaching Party may terminate the Participating Addendum at issue upon written notice.

Insolvency. If either Party files a petition for bankruptcy, makes a general assignment for the benefit of creditors, suspends the operations of a substantial portion of its business, or if a receiver is appointed on account of insolvency, then that Party shall be considered in default of this Agreement, and the non-defaulting Party shall have the right to immediately terminate the Participating Addendum, effective upon delivery of written notice.

Effect of Termination. Termination of this Agreement will not relieve, release, modify, discharge or impair in any way Participating State's or Participating Entity's accounts, debts and obligations owing to Contractor for work properly performed as of the date of such termination. Participating State or Participating Entity, as applicable, shall continue to honor its accounts, pay its debts and honor its obligations to Contractor as and when due. The remedies stated in this Section shall be in addition to all other remedies available under applicable law.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material

breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Suspend Contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow; the special terms and conditions shall govern.

REPORTS: The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. Notwithstanding anything to the contrary, Contactor's duty to release, protect, indemnify and hold harmless WSCA and the respective states and their officers, agencies, employees, does not arise when the third-party copyright/patent infringement claim is based on materials that WSCA and the respective states and their officers, agencies, employees provided to OfficeMax for reproduction.

MUTUAL INDEMNIFICATION: Each Party agrees to indemnify, defend and hold the other harmless from and against all liability, expense (including court costs and reasonable attorneys' fees) and claims for damage or injury of any nature whatsoever, whether known or unknown, as, which the other may incur, suffer, become liable for, or which may be asserted or claimed against the other as a result of (i) the acts, error or omission of the indemnifying party as a result of or while performing their obligations hereunder and (ii) any breach or violation by the indemnifying party of any of the material terms and provisions of this Agreement and (iii) loss or damage to any of the other's property, real or personal, as a result of the indemnifying party's negligence or willful misconduct.

The indemnification provided by, or granted pursuant to, the provisions of this Agreement, shall not be deemed exclusive of any other rights to which any party seeking indemnification may be entitled. A party's right to indemnification as provided by this Agreement shall be enforceable in any court of competent jurisdiction.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary, except for each Party's indemnification obligations, and except for personal injury or property damage caused by wrongful acts or negligence in no event will either Party be liable to the other Party for any special, consequential, indirect, exemplary or incidental damages (including loss of anticipated revenues or profits relating to the same, or cost of procurement of substitute products, services, or technology), arising from any claim relating to this Agreement or the subject matter hereof, whether such claim is based on warranty, contract, tort (including negligence or strict liability), or any other legal theory. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

Notwithstanding anything to the contrary, for incidents relating to the loss of, or damage to, a document (or other similar material) provided to Contractor from Buyer for reproduction, except when such loss or damage is caused by Contractor's willful misconduct, in no event will Contractor be liable to Buyer for any special, consequential, indirect, exemplary or incidental damages (including loss of anticipated revenues or profits relating to such loss or damage, or cost of procurement of substitute products, services, or technology), arising from any claim relating to such loss or damage or the subject matter

thereof, whether such claim is based on warranty, contract, tort (including negligence or strict liability), or any other legal theory.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the Contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will be suitable for the ordinary purposes for which such product is used, (c) the product will be suitable for any *special purposes* that the Buyer has relied on the Contractor's skill or judgment to consider.

THE WARRANTIES EXPRESSLY STATED IN THIS "WARRANTY" SECTION SUPERSEDE ALL INCONSISTENT PROVISIONS OF ANY AND ALL PURCHASE ORDERS, INVOICES, ACKNOWLEDGMENTS, OR OTHER WRITINGS OR STATEMENTS, WRITTEN OR OTHERWISE. EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, CONTRACTOR DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND PRODUCT LIABILITY, SPECIFICALLY INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor, including any subcontractors for

whom the Contractor is liable, agrees to abide by the provisions set forth in this Nondiscrimination section.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Contractor agrees to hold pricing firm for the first year of the contract; but Contractor reserves the right to revisit the pricing based on unexpected increases in paper prices, if the need arises, for subsequent years.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the Contractor in proposal preparation.

CONFLICT OF INTEREST: The Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sates to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the Participating States shall be voluntarily

determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

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. If the Contractor cannot certify this statement, attach a written explanation for review by WSCA.

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.

AUDIT OF RECORDS: The Contractor agrees to allow WSCA, 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.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Revision date: June 2010

Attachment B: Scope of Work
Digital Print and Copy Services

1. **SUMMARY SCOPE OF WORK**

The scope of procurement includes digital print and copy services.

Selected contractors shall accept orders from, and deliver services to approved purchasing entities. Contractors are required to offer warranty on services provided under these agreements, as well as technical support services.

2. **Length of Contract**

The Contract will be for an **initial period of three (3) years**. The contract may be extended beyond the original contract period for **two (2) additional 12-month terms, or portions thereof**, on a year by year basis at the State's discretion and by mutual agreement and upon review of current market conditions and contractor performance.

3. **Price Guarantee Period**

All pricing must be guaranteed for the **first year of the contract**. Following the first year, any request for price adjustment must be for an equal guarantee period, and must be made at least 60 days prior to the effective date. Requests for price adjustment must be mutually agreed upon by both WSCA and the contractor(s) and include conclusive evidence of a need for a price change is substantiated by the Producer Price Index, Consumer Price Index, RISI Pulp and Paper Index or similar pricing guide, or via manufacturer's documentation that Contractor's cost have increased.

Any adjustment or amendment to the contract will not be effective unless approved by the State of Utah Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount. No retroactive price adjustments will be allowed.

4. **Quarterly Reports**

All contractors will be required to provide quarterly usage reports to the contract manager. Initiation and submission of the quarterly reports are to be the responsibility of the contractor without prompting or notification by the contract manager.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30.
Quarter #2: October 1 through December 31, due annually by January 30.
Quarter #3: January 1 through March 31, due annually by April 30.
Quarter #4: April 1 through June 30, due annually by July 30.

NAME:	Mark Parry
MAILING ADDRESS:	State of Utah 3150 State Office Building, Capitol Hill,

	Salt Lake City, Utah 84114-1061
TELEPHONE #:	801-537-9243
FAX NUMBER:	801-538-3882
EMAIL ADDRESS:	mparry@utah.gov

The purpose of the contract usage reporting requirement is to aid in contract management; specific report content scope and format requirements will be provided to the awarded contractors during contract signing. Failure to comply with this requirement may result in contract cancellation.

Some Participating States may require additional reporting requirements. Those requirements can be addressed through the individual states Participating Addendum.

5. Rebates.

For purposes of this Rebate section, "Net Sales" shall be defined as all OfficeMax ImPress products (i.e., print and document reproduction products) purchased pursuant to this Agreement, net of credits, returns, taxes, unpaid invoices, and freight and delivery charges.

5.1 WSCA Administration Fee

The successful proposer will remit to WSCA an Administration Fee in the amount of one half of one percent (.5%) of the total Net Sales from this contract, in accordance with the terms and conditions of the contract. The WSCA administration fee shall be submitted quarterly and is based on sales of products and services. The WSCA administration fee is not negotiable.

The WSCA Administrative fee is to be included as part of the pricing submitted in response to this proposal.

Additionally, some WSCA States may require that an additional fee be paid directly to the WSCA Member State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust the contract pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting the additional fee.

5.2 State Rebate

OfficeMax will pay to each State Procurement division a five-percent (5%) annual rebate, in the form of a check, on all Net Sales made within such state by any state agency or political subdivision (i.e., School District, City, County, etc). Such rebate will be paid on all Net Sales made within that specific State pursuant to the Participating Addendum of that State, and will only be paid on Net Sales occurring after the execution of the Participation Addendum. Any State signing a Participation Addendum after December 31, 2011 will not be eligible for this rebate. The State Rebate may not apply if a Participating State requires additional Administrative Fees.

5.3 State Agency/Political Subdivision

OfficeMax will pay a three-percent (3%) rebate in the form of a credit annually on all Net Sales to any state agency or political subdivision (i.e., School District, City, County, etc) signing a Participation Addendum in 2011, however, no Participation Addendum will be required if the State where such agency or political subdivision is located has already executed a Participation Addendum. Such rebate will be paid on that specific agency or political subdivision's Net Sales only, and will only be paid on Net Sales occurring after the execution of the Participation Addendum. Any agency or political subdivision signing a Participation Addendum after December 31, 2011 will not be eligible for this rebate. The State Agency/Political Subdivision Rebate may not apply if a Participating State or Political Subdivision requires additional Administrative Fees.

6. Contract Terms and Conditions

Contracts (Master Agreements) will include, but not be limited to, the WSCA Standard Contract Terms and Conditions, any additional terms and conditions specific to participating entities that are mutually agreed upon between Contractor and the participating entity.

ORDER OF PRECEDENCE:

The contract shall consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA") including state specific Terms and Conditions included in this Solicitation;
2. The State of Utah State Cooperative Contract #MA041, which includes an Attachment A (the WSCA Standard Terms and Conditions), Attachment B ("Scope of Work) and Attachment C (Pricing);
3. The Solicitation; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

7. Participating Addendums

- A Participating Addendum will be executed for each contractor by the participating State or participating entity desiring to use their contract.
- A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State. The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

- States are not mandated to sign a Participating Addendum with all awarded vendors.

8. **Right to Publish**

Throughout the duration of this contract term, contractors must secure from the Procurement Manager prior approval to the release of any information that pertains to the potential work or activities covered by this contract. The Contractor shall not make any representations of WSCA's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without prior written consent of the Contract Administrator. Failure to adhere to this requirement may result in termination of the contract for cause.

9. **News Releases**

News releases or other public disclosure of information pertaining to the statewide contracts may not be published without the prior written permission of the State of Utah.

10. **Contractor Responsibility**

The selected contractor(s) shall be solely responsible for fulfillment of the responsibilities under the terms and conditions of the price agreement. The procuring agencies will issue purchase orders and make payments to only the named contractor(s).

11. **Serving Subcontractors**

Contractors may use subcontractors for the performance of local marketing, warranty, or technical support services in accordance with the terms and conditions of the price agreement.

Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the price agreement.

12. **Definitions** - Vendors shall use the following definitions for Pricing:

Prices are on a per impression basis unless otherwise. The Price of duplex copies will be considered to be twice that of single-sided copies (Per Impression Price x 2 Impressions) unless the Vendor proposes specific pricing for double-sided copies. If the Vendor wishes to propose a separate Price for duplex copies, the Vendor must enter the proposed double-sided price in the "Additional Information" area following the proposed per-impression price and clearly label the additional Price as "Duplex".

"Body Copy" – means printing on the main sheet of a tab divider. Body copy does not include printing on the tab portion of the divider.

"Coated Cover" – means all matte, dull, satin, or gloss coated cover stock of any color with an 80 to 100-pound basis weight. This category also includes C1S and C2S cast-coated enamel stock.

"Coated Text" – means all matte, dull, satin, or gloss coated text stock of any color with a 60 to 100-pound basis weight.

"Color Copies" – means digital or analog photocopies using CMYK toner on paper.

"Customer Furnished Stock" – means paper that is furnished by the Customer.

"File Copying" – means photocopying services that require more labor to produce than standard black-and-white photocopies. File Copying includes the following categories:

> **Grade A: Litigation Standard** – Originals are large rubber-banded sections or lose documents of straight copy. Originals are one-sided, in excellent condition, and on the same size paper with no staples, clips, or folder tabs.
>
> **Grade B: Litigation Light** – Originals consist of large stapled or clipped sections. Occasional small sections of stapled or clipped documents may be mixed in, but not to the extent of slowing down copy output. All two-sided work that would otherwise be Grade A copying is included in this category, even if it is straight copy. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade A.
>
> **Grade C: Litigation Medium** – Originals are mainly composed of stapled or clipped sections of letter and legal size, with generally no fewer than five or six pages per staple or clip. This grade also includes binders that require removal and reinsertion of pages. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade B.
>
> **Grade D: Litigation Heavy** – Originals are like those described in Grade C, but also include small stapled and clipped sections of five or fewer pages and mixed sizes of originals, such as receipts, envelopes, statements, etc. Originals may have multiple sticky notes to be removed and replaced. These additional variables require more handling and organization, which lowers the number of copies per hour that can be produced. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade C.
>
> **Grade E: Glass Work** – Originals require greater than fifty percent (50%) hand placement on glass, such as receipts, statements, checks, envelopes, and odd-sized originals, or are of extremely poor quality that require extensive handling on a page-by-page basis. If more than three (3) copies of this grade of job are requested on an order, the job must be charged at Grade D.

"Inline" – means binding or other finishing performed automatically by a printing device as the document is copied.

"Side stitch" – means stapling a document twice at the left edge.

"Standard Black-and-White Copies" – means photocopies that use black toner on paper and require little labor to produce.

"Tabs" – means paper dividers with no Mylar or other protective coating.

"Transparencies" – means photocopies in either black or CMYK toner on a clear plastic substrate.

"Uncoated Cover" – means all uncoated cover stock with a 65 to 100-pound basis weight, and 110-pound index stock. This category includes all colors and finishes of cover-weight paper, including smooth, vellum, felt, linen, and laid.

"Uncoated Text" – means all uncoated text and book stock with a 60 to 100-pound basis weight, and 90-pound index stock. This category includes all colors and finishes of uncoated text-weight paper, including résumé paper and Astrobrights text.

"Value-added Services" – means services within the scope of this contract as offered by the Vendor that provide additional convenience and/or functionality for Customers who purchase services under this RFP. Examples of value-added services include, but are not limited to, secure production facilities for sensitive materials, etc.

ATTACHMENT C: PRICING

1.1. 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

1.2. 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	Coated 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

*60# Uncoated Text is acceptable in this category.

1.3. Binding

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

1.4. Recycled content

Paper	Total Recycled Fiber Content	Post-consumer Recycled Fiber Content	Process Chlorine Free? Y or N	Additional Information Include Brightness	Additional Cost if any for recycled
20# Bond – White	30 %	30 %	Y	92	N
20# Bond - Color	30 %	30 %	Y	92	N
20# Laser - White	30 %	30 %	Y	92	N
20# Laser - Color	30 %	30 %	Y	92	N
24# Laser - White	30 %	30 %	Y	96	N
65# Uncoated Cover – White	30 %	30 %	Y	N/A	N

2.1. 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	

2.2. File Copying:

Grade	Description	Price per Impression	Additional Costs if Any
Grade A	Litigation Standard	Custom quote	
Grade B	Litigation Light	Custom quote	
Grade C	Litigation Medium	Custom quote	
Grade D	Litigation Heavy	Custom quote	
Grade E	Litigation Glass Work	Custom quote	

2.3. Transparencies:

Size	Copy Type	Price per Impression
8.5 x 11	Black-and-white	
8.5 x 11	Color	
11 x 17	Black-and-white	
11 x 17	Color	

2.4. Tabs:

Description	Type of Printing on Tab	Price per Tab
Standard White Paper, No Body Copy	Black-and-white, One Side	
Standard White Paper, No Body Copy	Black-and-white, Two Sides	
Standard White Paper, No Body Copy	Color, One Side	
Standard White Paper, No Body Copy	Color, Two Sides	

2.5. 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):	

WSCA
Western States Contracting Alliance

NASPO >> CURRENT COOPERATIVE CONTRACTS

Digital Print & Quick Copy Contract

(WSCA-UT) formerly Quick Copy
w14-2011

BASIC CONTACT INFORMATION - LEAD STATE

Participating States:

Affiliation:	WSCA
Lead State:	Utah
Lead State Contract Number:	MA039, MA040, MA041
Contact person:	Mark Parry
Phone:	(801) 537-9243
Fax:	(801) 538-3882
Email:	mparry@utah.gov

INCEPTION & EXPIRATION

Award Date: April 1, 2011
Expiration Date: March 31, 2014

Extensions Available: Two (2) additional 12-month terms
Maximu Term: through March 31, 2016

OVERVIEW/SUMMARY

Access to (partial) May 19, 2011 WSCA Digital Print & Quick Copy contract webinar CLICK HERE

- Webinar Power Point Presentation

CONTRACTOR INFORMATION

- Office Depot - MA040