



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 05-01-2006
EXPIRATION DATE: 01-31-2010
PAGE: 1 of 4

VENDOR:

OfficeMax Contract Inc
75 Remittance Dr
Chicago, IL 60675-2698
USA

VENDOR CONTACT:

Tracy Mahlstadt
PHONE: 515-523-2199 EXT:
EMAIL: teresamahlstadt@officemax.com

ISSUER:

DAVID KAILI
PHONE: 515-281-4774
EMAIL: Dave.Kaili@iowa.gov

FOB

Contract For: OFFICE SUPPLIES

CONTRACT TO PROVIDE OFFICE SUPPLIES PURSUENT TO THE SPECIFICATIONS TERMS AND CONDITIONS OF RFP IBA040625 DATED JULY 23, 2004 ON FILE WITH THE IOWA BIOTECHNICAL ASSOCIATION 4536 NW 114TH ST., URBANDALE IA 50322, DOUG GETTER, 515-327-9156 DGETTER@NETINS.NET

VENDOR CONTACT IS TRACY MAHLSTADT, 515-523-2199 OR TERESAMAHLSTADT@OFFICEMAX.COM

ANY QUESTIONS MAY ALSO BE DIRECTED TO DAVE KAILI, 515-281-4774 OR DAVE.KAILI@IOWA.GOV

RENEWAL OPTIONS

AUTHORIZED DEPARTMENT

- ALL
SUB Political Sub-divisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Table with 2 columns: CONTRACTOR and STATE OF IOWA. Rows include fields for Name, Signature, Date Signed, Printed Name and Title, and Address.



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Table with 4 columns: LINE NO., QUANTITY / SERVICE DATES, UNIT, COMMODITY / DESCRIPTION, UNIT COST / PRICE OF SERVICE. Row 1: 1, 0.00000, 615, OFFICE SUPPLIES, GENERAL, \$0.00000

OFFICE SUPPLIES, GENERAL
OFFICE SUPPLIES, GENERAL
CONTRACT TO PROVIDE OFFICE SUPPLIES. PRICING PER OFFICE MAX. PRICES PROVIDED ON THE WEBSITE WHEN ORDERING, WWW.OFFICEMAXSOLUTIONS.COM. ATTACHED IS THE CORE PRICING OF APPROXIMATELY 1125 ITEMS. THESE ARE THE BEST PRICED ITEMS WITH MOST ANNUAL USAGE. FOR FURTHER INFORMATION, CONTACT DAVE KAILI, DAVE.KAILI@IOWA.GOV



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order.
B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible.
C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State.
E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

**Nondiscrimination**

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

**Warranty**

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

**Taxes**

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

**Hazardous Material**

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

**Public Records**

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

**Miscellaneous**

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**Records Retention**

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

**Independent Contractor**

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

**Performance Monitoring**

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.