

CONTRACT AMENDMENT

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| Amendment #2 | Original Contract CMS # 63654 | Amendment CMS # 80271 |
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between OfficeMax North America, Inc.(hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Personnel & Administration, Office of the State Controller, State Purchasing Office (hereinafter called the "State" or "SPO").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

- A. On January 2, 2014, the Parties entered into the original Contract for the purchase of General Office Supplies, Paper and Toner under this Price Agreement.
- B. Amendment # 1 (CMS # 76161), effective 4/22/15 added Performance Outside the State of Colorado and/or the United States provision required by a new law, HB 13-1291, and modified pricing.
- C. By this Amendment #2, the Parties will extend the term of the Price Agreement to June 30, 2016, reduce the number of options to extend the term to three, and modify the State's Primary Contact Information.

4) CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS.

The Price Agreement and all prior amendments thereto, if any, are modified as follows:

- A. **The information contained in Price Agreement Section 17 Notices and Representatives shall be modified as follows:**

State:

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| Amy Risley, Strategic Sourcing Specialist |
| State of Colorado |
| Department of Personnel & Administration |
| Office of the State Controller |
| State Purchasing Office |
| 1525 Sherman Street 3 rd floor |
| Denver, CO 80203 |
| Office: 303-866-5663 |

amy.risley@state.co.us

B. In accordance with Section 5.A. the Price Agreement is further extended and shall terminate on June 30, 2016. In accordance with Section 5.C. The State may unilaterally require continued performance for a period of three (3) one-year renewals.

7) START DATE.

This Amendment shall take effect on the later of its Effective Date or July 1, 2015.

8) ORDER OF PRECEDENCE


Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

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| <p>CONTRACTOR OfficeMax North America, Inc.</p> <p>By: _____ Title:</p> <p><i>[Signature]</i> *Signature</p> <p>Date: <u>June 3, 2015</u></p> <p></p> | <p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel & Administration Division of Finance and Procurement State Purchasing Office June Taylor Executive Director</p> <p>By: <u><i>[Signature]</i></u> <input checked="" type="checkbox"/> Cindy Lombardi Purchasing and Contracts Director <input type="checkbox"/> Molly Randol Strategic Sourcing Manager</p> <p>Date: <u>6-10-2015</u></p> |
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: *[Signature]*

Date: 6/25/15

- Greg Garner, Controller Delegate
- Clark Bolser, Controller Delegate
- Floy Jeffares, Controller Delegate
- Joe Weber, Controller Delegate