

OFFICEMAX PA # 9803

TOTES ("TOTE AGREEMENT")

EFFECTIVE: JULY 8, 2010

- This Attachment shall apply to State of Oregon and ORCPP entities and any participating WSCA states, (collectively, "Customer").
- There is no charge in implementing and participating in OfficeMax's Sustainable Tote Delivery Program ("Program"). However, there is a charge for non-returned or damaged totes: \$5.75 for the small size and \$7.40 for the large size. This is an exact replacement cost of the tote. These costs are subject to change by OfficeMax. Customer will be notified of any change in replacement cost of totes and any increase must be approved by DAS SPO with updated attachment to PA 9803.
- Customer agrees to be diligent in enforcing the timely return of the tote with their end users. The collapsible and foldable totes are to be returned to OfficeMax on the next delivery cycle.
- OfficeMax purchases and provides the reusable totes as part of the Program, which are available in two (2) sizes – fourteen inches by ten inches by six inches (14"x10"x6") and eighteen inches by fourteen inches by ten inches (18"x14"x10"). The OfficeMax logo is displayed on the totes and the totes are the property of OfficeMax throughout the term of this Tote Agreement.
- The totes are scanned and tracked on delivery and pick up by a bar-code system, and Customer should not remove the bar code.
- A reconciliation report is generated by OfficeMax once a month for the previous month's delivered orders and sent to the appropriate Customer representative. This allows representative to notify the account and allow ample time for Customer to locate and return the tote(s).
- The billing process is referenced in section 4.1 of the original participating addendum.
- OfficeMax can provide reports on the reduction in carbon emissions and corrugated cartons by utilization of the Program, which organizations can include in their sustainability successes.
- Contact for program: Jim Chatfield, jimchatfield@officemax.com, 503-781-2970.

This Tote Agreement shall not revise, amend, or impact any other agreement between OfficeMax and Customer, including any Sales Agreement or similar document relating to the sale of office products between the parties.



State of Oregon Authorized Representative

7/8/10

Date