



SHOW-ME SHOP MASTER PURCHASING AGREEMENT
FOR A HOSTED SCIQUEST ENVIRONMENT

BETWEEN

UNIVERSITY OF MISSOURI SYSTEM

PROCUREMENT SERVICES
1105 CARRIE FRANCKE DRIVE
COLUMBIA MO 65211

AND

OFFICEMAX

FOR

OFFICE SUPPLY PRODUCTS

AT

UNIVERSITY OF MISSOURI SYSTEM
CAMPUSES AND NON-CAMPUS LOCATIONS

This Contract, entered into by and between the University of Missouri System hereinafter called "The University," or "University of Missouri" or "The System"), a non-profit, tax-exempt organization existing under the laws of the State of Missouri, and OfficeMax, (hereinafter called the "Vendor"), an office supplies provider

STATEMENT OF WORK

The Vendor shall provide the resources necessary to provide office supplies to The University via its' SciQuest e-procurement portal Show-Me Shop as required by the various departments at The University. As part of this agreement, the Vendor shall perform the following tasks:

Acquire or have available, maintain and operate data automation equipment and resources necessary to participate in SciQuest/Show-Me Shop by providing hosted catalog product and pricing content (Price Files) to SciQuest in accordance with SciQuest requirements" in effect at that time.

Personnel Requirements

Provide qualified personnel to perform the following administrative and technical roles:

An Account Manager who will oversee University of Missouri's account and be the primary interface to University of Missouri's Contracting Manager. As part of this effort, Account Manager shall:

Manage catalog product and pricing content for delivery to SciQuest, and assure it is in accordance with agreed upon pricing contained in "Version 0 Price File". Version 0 is the initial and agreed upon price file submitted by OfficeMax and approved by David Silvey, Commodity Specialist. Items or prices approved which contain an error can and shall be corrected without impact on other approved items/prices.

Communicate recommendations for catalog additions, changes and deletions, and price changes. All change requests shall be submitted in writing via e-mail to David Silvey, Commodity Specialist.

Notify University of Missouri in writing of any changes in the primary personnel. Advance notice of personnel changes should be provided to the fullest extent possible.

Review and discuss on a quarterly and re-occurring basis University of Missouri usage and product availability and recommend additions, deletions, and revisions to catalog product and pricing content.

Monitor and make recommendations regarding new product releases dates, discontinued products, etc. and ensure that any price changes are in accordance with this agreement. Additions of new products or product lines shall be at the sole discretion of the University of Missouri.

Handle inquiries and problems related to the supplies/goods/services stipulated in this Contract and report to appropriate University contacts, in writing, the results of said inquiries.

Correct problems, within ten (10) calendar days of written notification by University of Missouri, related to office supplies provided by this Contract. Problems of a more urgent nature will require more expedient resolution.

Assure that Vendor's coordinates as required through the appropriate University of Missouri's A/P process to ensure prompt payment.

Keep University of Missouri aware of any special pricing programs or other cost-savings opportunities during the term of this agreement.

Assign University of Missouri System or Campuses a unique account number for Show-Me Shop pricing only.

A Technical Coordinator/s who will manage Vendor's Show-Me Shop technical requirements with SciQuest.

Purchase Order Acknowledgments

Provide the University of Missouri Requestor with an e-mail purchase order acknowledgment (POA) for each order placed through Show-Me Shop. The POA shall contain, at a minimum, the following information:

- University of Missouri purchase order number
- Vendor's order number or reference/tracking number, (if applicable)
- Ship to address and University requestor name
- Estimated ship date
- Estimated delivery date
- Item availability i.e. in-stock or backordered, if backordered, the estimated fulfillment date
- Special Instructions (if applicable)

Vendor shall not be responsible for POAs not received due to inaccurate e-mail addresses provided by University of Missouri.

Reporting Requirements

Provide the following reports and documentation to the designated University of Missouri contact no later than ten (10) business days after the completion of the previous reporting period. Quarterly reporting shall be the initial basis for such review and reporting.

A Management Report, in Microsoft Excel format, including a summary of the previous month's Show-Me Shop activity. As a minimum, the report will include:

1. Usage, including SKU, Brief Description, List Price, Contract Price, Quantity Purchased, Extended Price Total for Each SKU, savings from retail price realized during that period.
2. Issues regarding University of Missouri performance including but not limited to, average order size, payments, returns, etc., as well as any recommended improvements for the betterment of the relationship between Vendor and University of Missouri such as securing quantity discounts/tiered pricing, etc.

Quarterly periods are defined as those commencing on the first day of January, April, July, and October, respectively.

Catalog Updates (*Quarterly, or at a frequency to be determined*), in Microsoft Excel format, consisting of Price Files sent to SciQuest. Catalog updates shall contain the fields required by SciQuest at that time such as SKU or part number, Brief Description, Contract Price, United Nations Product Code. Additional fields may be completed as determined to be appropriate or required.

New Products Reports consisting of new/improved products available and/or any products that can provide cost savings to University of Missouri, any available training opportunities, or other relevant information.

Discontinued Products Reports, immediately informing University of Missouri of any products discontinued, phased out or otherwise made unavailable for whatever reason.

Discrepancies and Returns

University of Missouri reserves the right to return, at vendor expense, any shipment that arrives unwrapped, un-banded, or not packaged and properly labeled according to the individual POs to the Vendor at Vendor's expense.

If an incorrect, damaged or defective item is received, University of Missouri reserves the right to not accept the item, and the item may be returned, at Vendor's expense, according to the vendor/manufacture policy, and with an associated Return Material Authorization (RMA) number.

University of Missouri will:

- (1) Provide the Vendor with appropriate avenues of communication to promote Vendor's products and on Campus. Determination of "Appropriate avenues" shall be at the sole discretion of the University.
- (2) Assign a Contracting Manager to administer this contract and be the main point of contact with the Vendor's Account Manager. That person shall be David Silvey, Commodity Specialist. 573-884-1431 or silveyd@umsystem.edu.
- (3) Review and approve or discuss concerns about Catalog Price File Updates within 5 business days of receipt or as soon as reasonably possible in the case of absences, vacations, etc.

DELIVERY OR PERFORMANCE SCHEDULE

Unless directed otherwise, the point of delivery of all supplies deliverable under this Contract shall be the end-user location. No central receiving location exists. All deliveries shall be "desktop". All such supplies shall be packaged, packed, boxed and delivered in such a manner as to ensure safe delivery and shall be shipped to final location as requested at time of order placement.

The term of this Contract shall commence as of the date of this both parties signatures on this Contract and shall continue in effect for one (1) calendar year after date of execution, with options to extend the Contract in one (1) year increments as-allowed by the governing Request For Proposal, Cooperative agreement or Direct Vendor agreement. Options shall be exercised by mutual consent of University of Missouri and Vendor.

All orders are FOB Destination, freight prepaid.

There is no minimum order amount.

No taxes shall be charged as the University of Missouri is tax exempt. (Certificates provided upon request)

Price updates shall be provided as-needed or on a quarterly basis unless contractual terms stipulate otherwise such as one year. However updates should still be made on a regular basis to cover new products and discontinued products, etc.

Commodity Codes shall be 8 digit U.N.S.P S.C. codes

"Comments" regarding special delivery instructions, etc may be provided with orders. Vendor shall work with University of Missouri technical staff to ensure such comments are properly supplied with orders and that such instruction shall be read and honored by the vendor. These activities shall be as agreed to during initial and subsequent technical calls between University, Vendor and SciQuest. The governing copy of said technical

agreement shall be the version which is held by and resides at SciQuest. Should University and Vendor mutually agree to a change they can agree to override aforementioned agreement version and coordinate appropriate changes and share the result with SciQuest for implementation in their system.

To the fullest extent possible, vendors shall provide a “real-time, in-stock” link so that University customers can check the stocking status of products before orders are placed. SciQuest technical staff will assist vendors in securing the functionality of this feature.

PRICE AND PAYMENT

Pricing to be as per E&I Cooperative contract # CNR01054 with the exception of “hotlist” pricing which shall be mutually agreed upon by David Silvey, Commodity Specialist and OfficeMax.

This agreement does not guarantee specific usage or minimum usage. The individual Division/Department using SciQuest or other order methods will determine the yearly dollar amount expenditures.

Prices shall be fixed for one year and may be adjusted annually at the Contract anniversary date in accordance with mutually agreed upon price change terms. Vendor shall provide an updated version of the prices to SciQuest no later than 10 business days prior to their effective date. The updated pricing shall be submitted in the format required at that time by SciQuest.

Price increase adjustments shall take effect no earlier than Vendor’s next scheduled price file update. Requests for price increases between scheduled price file updates will only be considered at the sole option of the University. Vendor shall furnish to University of Missouri written documentation including manufacturer’s invoices, price sheets, etc. supporting any request for price adjustment. The University shall handle such requests in an appropriate and professional manner as a business partnership is the goal. However the University shall have the sole and final decision on such matters.

When reviewing supporting documentation for a price increase, University of Missouri will take into consideration any volume discount used as a basis for the pricing offered by Vendor. If the requirement for a particular item drops substantially so that it is not economically advantageous for the Vendor to maintain the proposed discount structure, it is the Vendors responsibility to notify the University Contracting Manager in a timely manner so that Show-Me Shop Price Files can be altered and approved accordingly.

The pricing for the items available under this Contract shall at a point in time determined by the University of Missouri only be accessible to University of Missouri customers via Show-Me Shop, and shall be lower than pricing offered to any other University of Missouri customers using any ordering method other than Show-Me Shop/SciQuest.

In the event that Vendor offers any University of Missouri customer better pricing or terms than that set forth in this Contract, that pricing shall immediately be included in Vendor’s price file via updating the price file, and this contract shall be amended to include those terms and pricing. This shall apply to bulk orders and special promotions but not to close-out offers. The above requirements may be waived by David Silvey, Commodity Specialist on a case by case basis.

For billing purposes, all invoices must include at a minimum the following information:

- University of Missouri purchase order number
- Vendor’s order number or reference/tracking number, if applicable
- Ship to address and University requestor name
- Ship date
- Special Payment Instructions (when applicable)

Invoices in duplicate shall be submitted on Vendor’s billing form to the appropriate designated campus address:

Payment terms shall be Net 30 with prompt pay discounts offered whenever possible.

Items delivered shall be invoiced at the rates indicated on Vendor's Show-Me Shop catalog at the time the order was placed.

Beginning approximately Jan 1, 2008, the vast majority of orders shall be paid immediately using a unique credit card number provided by the University. This immediate payment shall be reflected in final amount billed and shall allow the fullest utilization of all available prompt payment discounts. Should product be found to be defective, out-dated or otherwise unusable after payment is made, the vendor shall agree to replace said product at no additional charge, arrange for pick up of said unusable goods or shall refund payment in full in the manner specified at that time by the University. The payment system referenced shall be ExactTrac by JPMorgan Chase bank and the University and vendor shall work together to ensure proper functionality. Until the time ExactTrac is implemented, invoicing shall be by paper copy to the appropriate campus Accounts Payable location and shall be paid on Net 30 terms.

NOTICES

All notices or other communications given pursuant to or under the terms of this Contract shall be made by first class mail, and shall be deemed effective as of the date of receipt. Email notifications may be deemed appropriate and shall be deemed effective upon date read and acknowledged by the appropriate University contact, typically Supplier Enablement Team members. Such notices shall be given to the respective parties at the following addresses, until such addresses notices are changed by written notice:

University of Missouri
David Silvey, Commodity Specialist
Procurement Services,
1105 Carrie Francke Drive
Columbia Mo 65211
573-884-1431
silveyd@umsystem.edu

University of Missouri will give preliminary written notice of the intent to exercise an option to extend sixty (60) days before this Contract is to expire. Such a written notice will not be deemed to commit the University to exercise the option. Within fourteen (14) days after the date of University of Missouri's preliminary written notice, the Vendor shall submit to the University a price proposal for the intended option period. University of Missouri may exercise an option by issuance of a Contract modification before the expiration of the term of this Contract.

In the event of conflicting conditions, the following order of precedence shall apply:

This SciQuest/Show-Me Shop agreement.

Original contract documents resulting from a bid or proposal process.

Purchasing cooperative contract documents.

Additional Requirements and Conditions:

A 4.75% rebate on all purchases from this contractual agreement shall be paid on a quarterly basis in arrears directly to Procurement Services by check 30 days after the end of said quarterly period. Check shall be made out to The University of Missouri and shall be delivered to David Silvey, Commodity Specialist Procurement Services, 1105 Carrie Francke Drive, Columbia Mo 65211.

Quarters are defined as Jan-March, April-June, July-Sept and Oct-Dec of any given year.

Items offered via SciQuest may be amended upon mutual agreement. Such as furniture will not be offered by OfficeMax at this time but may be added in the future upon mutual agreement.

Payment process will change to an automated credit card payment system and no price increases or fees charged to the University of Missouri shall result.

Distribution of discount cards for in-store use shall be at the sole discretion of David Silvey, Commodity Specialist.

Standard University of Missouri Purchase Order terms shall apply to all purchases and a copy of these terms shall be applied upon request.

E&I IMPRESS pricing shall be incorporated into this agreement.

All HP Purchase Edge points resulting from qualified purchases shall be placed into Purchase Edge account #185262.

A Supplier Diversity Program – shall be in place as per E&I agreement and utilization reports shall be provided as-requested.

Performance shall remain at the described rates as per the E&I agreement

- 99.6% order fill rate
- 99.8% order entry accuracy
- 98.8% of orders delivered on time
- 95% of orders delivered next day

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

University of Missouri

By _____

William M. Cooper, C.P.M.
Management Services
Associate Vice President &
Chief Procurement Officer

VENDOR NAME

By _____

Printed Name

Title