

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES

CONTRACT No.: SR900011

EFFECTIVE DATES: 08/02/10 to 07/31/14

The Department of Administrative Services (DAS) has agreed to participate in a multi-user contract for Office and Classroom Related Supplies and Accessories with Staples Contract & Commercial, Inc., operating as Staples Advantage ("Staples") under the National Joint Powers Alliance (NJPA). The National Joint Powers Alliance is a service cooperative organized under the Minnesota Statute 123A.21 and is as such authorized to provide cooperative purchasing services to its members. The state of Ohio Department of Administrative Services (DAS) is a member of NJPA and has accepted prices as a result of NJPA RFP #31210 which opened on March 12, 2010. The bidder listed herein has been determined to be the lowest responsive and responsible bidder and has been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Ryan Beers
ryan.beers@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

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STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
PROGRAM ADDENDUM
FOR
OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES

MASTER CONTRACT
NATIONAL JOINT POWERS ALLIANCE (NJPA) AND
STAPLES CONTRACT & COMMERCIAL, INC., OPERATING AS
STAPLES ADVANTAGE (“STAPLES”) CAN BE FOUND
BY CLICKING THE LINK BELOW

[**NJPA Original Request for Proposal RFP # 031210**](#)

[**NJPA Acceptance of Bid and Award RFP # 031210**](#)

[**State of Ohio DAS/National Joint Powers Alliance/Staples Program Addendum**](#)

[*** Contract SR900011, GPC005 Office Supplies Net Prices**](#)

State of Ohio Department of Administrative Services (DAS) Contract SR900011

SCOPE:

To provide Office and Classroom Related Supplies and Accessories as described in the National Joint Powers Alliance (NJPA) Office Supplies Program Master Agreement with the exception of the exclusions set forth in the ITEMS EXCLUDED FROM THIS CONTRACT clause on page 8 of this contract. This is a mandatory requirements contract. This Addendum shall apply to the state of Ohio DAS and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in DAS Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with DAS Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of DAS under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio and DAS harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CHANGES: This Contract will become effective 08/02/10 for the state of Ohio DAS and will follow the expiration dates and renewals as set forth in the Contract.

STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES TERMS AND CONDITIONS: The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the NJPA Request For Proposal (RFP) #031210 and the state of Ohio DAS Terms and Conditions, the state of Ohio DAS Terms and Conditions shall supersede.

[Link to Agreed State of Ohio Contract Terms and Conditions](#)

CONTRACT TERM: The term of this contract shall commence on August 2, 2010 and end on July 31, 2014 at the expiration of National Joint Powers Alliance (NJPA) RFP Award/Contract #031210.

CONTRACT RENEWAL: Renewal of this contract is limited to renewals authorized by NJPA Request For Proposal (RFP) # 031210 or that of any subsequent NJPA contracting instrument awarded to Staples Contract & Commercial, Inc., operating as Staples Advantage ("Staples"). Any subsequent renewal must be mutually agreed upon by the parties to this contract.

COOPERATIVE PURCHASING CONTRACT. This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in DAS Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio and DAS harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

***CONTRACTOR QUARTERLY SALES REPORT.** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of this contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

***CONTRACTOR REVENUE SHARE.** The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road
Columbus, OH 43228

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 1 - 3 days after receipt of order for orders received by 5:00 PM on regular business days and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS except for special order products or products which are backordered. In the event that a product is backordered or a shipment is delayed for any reason, Buyer will be notified of such delay and Contractor shall use commercially reasonable efforts to deliver the delayed product as promptly as commercially practicable. Contractor will treat any such delayed order as active unless Buyer contacts Contractor and provides other instructions. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

* Replaced with updated clauses containing procedural changes by amendment #10 effective 05/01/12

*MINIMUM ORDERS: The minimum order is forty dollars (\$ 40.00).

INSIDE AND DESKTOP DELIVERY: Contractor will provide inside and desktop delivery as required by the Buyer at no additional charge to the Buyer.

REBATE: Staples agrees that instead of offering the standard NJPA rebate, Staples will apply 4.25% as a reduction in the unit price of those items purchased by the State that are on the NJPA Price List.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The State's Core List is comprised of certain items offered under the current or any future NJPA Master Price Agreement. The Parties agree that the State's Core List (Denoted as "Core" under the heading "Source" in Attachment #1 and in the Net Pricer provided in links on pages 3 and 9 of this contract) has been priced lower than the NJPA ceiling prices set forth in the NJPA Master Price Agreement. The prices on the State's Core List shall be adjusted to reflect the same increase percentage effective on the date of any contract price change approved by NJPA. However, State's Core List prices (with the exception of Cut Sheet Paper, Ink and Toner Cartridges) will be firm for the first five (5) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. Subsequently, for the duration of the contract, price adjustment requests for Core List Items may be made on the first day of January and the first day of July annually with prices to be effective thirty (30) calendar days after acceptance by DAS. DAS shall review and disposition Contractors request for price adjustment within five (5) business days unless there are extenuating circumstances that require further evaluation by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the date of the price increase.

The pricing for Cut Sheet Paper, Ink and Toner Cartridges may be adjusted to reflect increases which will be in direct proportion to actual manufacturer's price adjustments to Staples. Staples agrees to provide the state with thirty (30) days notice accompanied by manufacturers' documentation prior to such price increases. Staples agrees that increases shall not exceed the applicable NJPA contract ceiling price.

All Products not included on the State's Core List shall be priced in accordance with the NJPA Master Price Agreement and shall be included on Staples' e-commerce platform, Stapleslink ("E-Commerce Platform") excluding those items identified by DAS as supplies that are to be directed to other State contracts. The Parties acknowledge that the Office Supplies Program prices may fluctuate throughout the duration of the current or any future NJPA Master Price Agreement as NJPA approves price changes.

In the event of any contract price decrease approved by NJPA, the applicable price(s) on the State's Core List shall be adjusted to reflect the same decrease percentage effective on the date of said approval. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease.

PAYMENT TERMS AND PROMPT PAYMENT DISCOUNT: Payment terms for all supplies purchased on this contract are listed in DAS Standard Contract Terms and Conditions, through the link on pages one and four of this contract titled: Terms and Conditions for Bidding, Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions Section III. A. and B. In addition the contractor shall provide an early payment discount of one half of one percent (0.5%) for payments made within ten (10) days of the latter of the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the goods or service is delivered and accepted in accordance with the terms of this Contract. In addition the date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30. This prompt payment discount will not apply to payments made with the state of Ohio Purchasing Card (P-Card).

*Denotes the Minimum Order amount changed to \$40.00. Also removed the Order Size Discount clause due to Staples reduction in price on the top 1,000 items purchased by State Agencies. Changed by Amendment #16 effective 08/12/13.

PAYMENT: State of Ohio agency orders totaling \$ 2,500.00 or less for materials and supplies subject to this contract may be paid for by state of Ohio Purchasing Card (P-Card) or Electronic Funds Transfer or issuance of state warrant. State of Ohio agency orders totaling greater than \$ 2,500.00 will be paid by issuance of state warrant or Electronic Funds Transfer. This clause applies for state of Ohio agencies only.

ORDER PLACEMENT: With the exception of provisions for retail outlet purchases provided by the **RETAIL OUTLETS** clause on page 8 of this contract, to the extent possible state of Ohio agency orders will be placed via the contractors' electronic online web-based catalog (www.StaplesLink.com). It is the intent of DAS to limit and reduce the instance or orders for supplies covered by this contract placed by phone, FAX, mail or other means. This clause applies for state of Ohio agencies only. This clause does not apply for orders placed by or for state of Ohio boards, commissions, deputy registrar locations or for DAS Cooperative Purchasing Program Members.

CONTRACTORS SUGGESTION OF SUBSTANTIALLY SIMILAR LOWER COST ITEMS: For orders placed by all persons using the contractors' electronic online web-based catalog (StaplesLink.com), contractor shall on their electronic online web-based catalog provide purchasers the option to purchase lower cost items which are on this contract and which are substantially similar to the item or items the purchaser has selected. A substantially similar item is defined as an item which meets the same form, fit and function and which has the same or similar specifications, packaging and/or unit of measure as the item ordered by the purchaser but which has a lower sales price or cost to the ordering agency. State of Ohio purchasers will be informed by online message that a substantially similar item exists on the contract at a lower price point than the item they have selected, provided the description and pricing information on the substantially similar lower cost item and offered the option to purchase the substantially similar lower cost item in lieu of the item initially selected. This functionality applies for all items covered by this contract.

PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS (CRP): Certain supplies listed in this contract (Schedules I and II - Mandatory Purchase Items) are provided by CRP's, or their agents, that employ Ohioans with work-limiting disabilities. These supplies, as well as other products and services, are available to purchasers as administered by the Office of Procurement from Community Rehabilitation Programs (OPCRP) (established in Ohio Revised Code Sections 125.60 through 125.6012). It is the intent of the Department of Administrative Services (DAS) to use this contract and the awarded contractor to direct and guide certain state of Ohio purchasers as defined in Section 125.60 (B) of the Ohio Revised Code in compliance with their responsibility in accordance with the above Ohio Revised Code provisions. The awarded contractor agrees to work with DAS to identify items offered by the contractor on this contract which correspond to Schedules I and II – Mandatory Purchase Items – Office Supplies and Mandatory Purchase Items – Remanufactured Toner Items. The contractor agrees to restrict those items from purchase by state of Ohio purchasers as identified in Section 125.60 (B) of the Ohio Revised Code. In addition the awarded contractor agrees to establish an online message to inform purchasers identified in Section 125.60 (B) of the Ohio Revised Code of the appropriate method of purchase in accordance with their responsibilities under the Ohio Revised Code provisions above. The contractor is prohibited from offering, to purchasers as identified in Section 125.60 (B) of the Ohio Revised Code, products from other sources that are substantially similar to products offered by the CRP's or their agents as identified in Schedules I and II – Mandatory Purchase Items. This provision does not apply to purchases made at Staples retail stores; however the compliance obligation for state of Ohio purchasers as defined in Section 125.60 (B) of the Ohio Revised Code remains. State of Ohio purchasers as defined in Section 125.60 (B) of the Ohio Revised Code must obtain a waiver from the Office of Procurement from Community Rehabilitation Programs to procure items available from CRP's or their agents through other sources, including this contract. Annually during the months of July and August the contractor and DAS will review and update the list of Schedule I and II – Mandatory Purchase items. Below are links to Schedules I and II – Mandatory Purchase Items (Office Supplies and Remanufactured Toner Items).

[**Schedule I – Mandatory Purchase Items - Office Supplies**](#)

[**Schedule II – Mandatory Purchase Items – Remanufactured Toner Items**](#) *

PROCUREMENT FROM OPI, OSS, AND RSC/BE: In accordance with the Ohio Revised Code Sections 5147.07; 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase certain items through Ohio Penal Industries (OPI); Department of Mental Health (DMH) Office of Support Services (Central Warehouse and Pharmacy Services) and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure items that are available from these sources, from this contract.

* Updated by Amendment # 13 effective 10/10/12.

CONTRACTOR'S DUTY TO PROVIDE INFORMATION: At any time during and within forty-five (45) days after the expiration or cancellation of this contract, Contractor agrees to provide information regarding the activities, operation and execution of this contract at the written request of the state of Ohio Department of Administrative Services, State Purchasing. Said information may include but is not limited to names, addresses, contact information, shipment and volume information for agencies, institutions, state boards or commissions, political subdivisions and/or any other entity which is or has ordered supplies using this contract. Contractor agrees to provide such information as requested within a reasonable amount of time, but not to exceed seven (7) calendar days.

ITEMS EXCLUDED FROM THIS CONTRACT: The following items or groups of items are specifically excluded from this contract and are not to be offered to state agencies by the contractor under this contract. This clause does not apply for purchases made at Staples retail stores. Excluded items include, but are not necessarily limited to the following:

Any item or group of items for which a current state of Ohio term contract exists including but not limited to the following:

1. Batteries and Flashlights which are provided by state of Ohio DAS contract Index Number GDC048.
2. Computers, personal computers, computer hardware, peripherals, all software except keyboards and mouse devices.
3. Printers, copiers, scanners, and single or multi-function printing devices
4. Telecommunications equipment including phones, cellular phones, certain headsets and other telecommunications equipment, except those authorized by DAS State Purchasing
5. Record storage boxes of the type offered state users by Ohio Penal Industries (OPI)
6. Office panels or paneling systems
7. Office furniture, including conference, folding, outdoor, occasional, computer, coffee, other type tables; lateral Files, vertical files, multi-purpose files, pedestals, filing cabinets, computer workstations, freestanding and wall mounted coat racks, desk chairs, guest and side chairs, stools, stackable chairs, desks, credenzas and hutches.
8. Paper products consisting of the following or similar items; toilet tissue, paper towels, paper napkins, paper or plastic plates cups, tableware
9. Food and/or coffee service items of any kind
10. Certain Cleaning, janitorial and housekeeping supplies except those authorized by DAS State Purchasing

With the exception of Schedules I and II – Mandatory Purchase items, the contractor shall take necessary action to prohibit the offering and ordering of any types of item(s) listed above to state agencies. Failure to implement shall be considered a contract violation. For Schedules I and II – Mandatory Purchase Items – Office Supplies and Remanufactured Toner Items, the contractor agrees to comply with the terms of the PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS (CRP) clause above. This clause does not apply for purchases made at Staples retail stores.

NON-CONTRACT ITEMS AND PURCHASES: Non-contract items are defined as materials, supplies and/or services offered by the contractor which are not a part of this contract or any other contract the contractor holds with DAS. Purchasers may from time to time, subject to their internal requirements, determine to purchase non-contract Items from the contractor. It is the duty of the purchaser to ensure the purchase of a non-contract Item from the contractor is not in violation of the requirements of any of the state of Ohio Mandatory Sources as delineated in the Ohio Revised Code (ORC) and that in the purchase of any non-contract item from the contractor, the purchaser follows required purchasing practices as defined in the Ohio Revised Code, DAS procurement procedures and/or the established processes of the purchaser's agency. It is the duty of the contractor to ensure that no materials, supplies and/or services offered on this contract are sold to a purchaser at any price other than the established contract price effective the date of the purchase.

***USAGE REPORTS:** Every three (3) months, in conjunction with the quarterly sales report above, the contractor must submit a report (written or on disk or via email in Excel format) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the DAS Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Ryan Beers, ryan.beers@das.state.oh.us.

RETAIL OUTLETS: State of Ohio Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services may desire to purchase items on this contract at any of the contractor's retail outlets within the state of Ohio. This contract allows for those party to the contract to make purchases at the Contractor's retail outlets under the following conditions. Purchases made at retail outlets must be paid for by a state of Ohio Purchasing Card or a purchasing card of the appropriate jurisdiction or entity. Said Purchasing Card must be registered with the contractor (Staples Contract & Commercial, Inc., operating as Staples Business Advantage ("Staples")) in order to identify the purchase as a "Contract Purchase". In order to register a Purchasing Card with Staples for use at a retail outlet, the Purchasing Card holder must contact Ms. Karie Rosshirt, Account Manager, Staples Advantage 2228 Citygate Drive, Columbus, OH 43219 - 614 472 2006, FAX 614 472 2001 karie.rosshirt@staples.com and follow Staples' process to register the Purchasing Card prior to making the purchase. Contractor agrees to protect contract pricing for items covered by this contract which are purchased at retail outlets by authorized users in accordance with the above.

* Replaced with updated clauses containing procedural changes by amendment #10 effective 05/01/12

RETAIL OUTLET LIMITATIONS: The state of Ohio DAS acknowledges and agrees that the Contractor has no obligation to provide all items covered by this contract at its retail outlets. State of Ohio Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services are advised that the Order Size Discount provided for orders exceeding \$ 300.00 on page 6 of this contract does not apply for purchases made at the Contractor's retail stores and that the Prompt Payment Discount on page 6 of this contract does not apply for purchases made at the Contractor's retail stores.

PRIMARY CONTACT INFORMATION:

The primary participating entity contact for this participating addendum is:

Ryan Beers - Purchasing Standards Analyst
DAS/GSD Office of procurement Services – State of Ohio
4200 Surface Road, Columbus, OH 43228
Office: (614) 466-2418
FAX: (614) 485-1956
E-mail: ryan.beers@das.state.oh.us

The primary Contractor contact for this participating addendum is:

Name: Michael Gigliotti – District Sales Manager
Contractor Name: Staples Contract & Commercial Inc, Staples Business Advantage “Staples”
OAKS Vendor ID: 0000176739
Contact Address: 4170 Highlander Parkway, Richfield, OH 44286
Phone: (330) 523 3010
Cell: (330) 631 3690
Fax: (330) 523 3003
E-mail: michael.gigliotti@staples.com
Web Site: www.stapleslink.com

To Register Purchasing Cards for use at retail outlets, contract users shall contact:

Ms. Karie Rosshirt – Account Manager
Staples Advantage
2228 Citygate Drive
Columbus, OH 43219
Office: 614 472 2006
FAX: 614 472 2001
E-mail karie.rosshirt@staples.com

PRICE SCHEDULE

The following links contain pages with Office Supplies net pricing covered under this Contract.

[State of Ohio DAS/National Joint Powers Alliance Staples Program Addendum](#)

[G:\CONTRACTS\Awarded Contracts\GPC\GPC005\SR900011 GPC005\Net Pricer *](#)

UNSPSC Codes:
44103100 - Toner
44120000 – Office Supplies
14110000 – Copy Paper

Account Set-Up

Nicole Ray
Service Consultant
(614) 472 2022
nicole.ray@staples.com

* Changed by Amendment #20 effective 07/07/14.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS Vendor ID: 0000176739

Staples Contract & Commercial, Inc.
operating as Staples Advantage
500 Staples Drive
Framingham, MA 01702-4478

BID CONTRACT NO.: SR900011-1 (07/31/14)

DELIVERY: 1-3 days ARO

PAYMENT TERMS: .5% - 10 Days, Net 30 (applies only for payments made by state warrant, EDI or EFT)

PAYMENT TERMS: Net 30 (applies for payments made with methods other than State warrant, EDI or EFT)

CONTRACTOR'S CONTACT: Michael Gigliotti
District Sales Manager

Office: (330) 523 3010
Mobile: (330) 631 3690
Fax: (330) 523 3003
E-mail: michael.gigliotti@staples.com

Karie Rosshirt
State of Ohio Account Manager

Office (614) 472 2006
Fax: (614) 472 2001
Mobile: (614) 348 4196
E-mail: karie.rosshirt@staples.com

Customer Service

Telephone: (800) 724 1642
Fax: (888) 222 8618
Email: www.governmentteam@staples.com
Internet Address: www.stapleslink.com

Nicole Ray
Service Consultant
Account Set up & Local
Customer Service

(614) 472 2022
FAX: (614) 472 2001
nicole.ray@staples.com

Systems/Technical Support:
Timothy Perry
Manager, EC Sales
(517) 230 7050 (mobile)

(800) 693 9900 ext 411
(248) 465 1529 (fax)

timothy.perry@staples.com

OAKS Item Identification Number: 17670; Freight charges as applicable

OAKS Item Identification Number: 17671; Minimum Order Surcharge as applicable

REMITTANCE ADDRESS:

Staples Advantage
Dept DET
P.O. Box 83689
Chicago, IL 60690-3689

APPENDIX A – MOST COMMONLY USED FORMS OF COPY PAPER USED BY STATE AGENCIES AND COOPERATIVE PURCHASING PROGRAM MEMBERS

Below is a link to the most commonly used forms of copy paper purchased by state of Ohio Agencies and DAS Cooperative Purchasing Program Members.

The document in the link is sorted by type of copy paper, includes a complete description of the type of paper, the Staples Advantage Item number as well as the current state of Ohio contract price by unit of measure and a calculation of the cost per ream.

DAS does not require or recommend any of the copy paper choices on the attached. This document is offered for reference purposes only. Agencies and other users should consider their printing requirements, document retention needs, recycling and "green policies" and other factors and agency policies associated with their printing/copy paper needs before selecting the type(s) of copy paper to purchase.

[LINK TO COMMONLY USED FORMS OF COPY PAPER **](#)

** Updated by Amendment # 12 effective 07/27/12

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
20	07/07/14	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
19	04/01/14	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
18	01/06/14	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
17	10/07/13	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
16	08/12/13	Issued to update the Net Pricer to reflect the price decrease on the top 1,000 items State Agencies purchase. The amendment is also issued to reflect a \$40.00 minimum order amount and to remove the Order Size Discount clause on page 6.
15	07/26/13	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
14	01/18/13	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
13	10/10/12	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users. Also issued to update the Schedule II list of Remanufactured Toner Cartridges.
12	07/27/12	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users and additionally to adjust prices by approximately 4.4% for 1,143 selected toner, copy paper and other items.
11	07/02/12	Issued to update the link on page #7 of this contract to a revised Schedule II – Mandatory Purchase Items – Remanufactured Toner Items and to publish a revised Net Pricer effective 07/02/12.
10	05/01/12	Issued to update the <u>CONTRACTOR QUARTERLY SALES REPORT</u> , <u>USAGE REPORTS</u> and <u>REVENUE SHARE</u> contract clauses on pages 5 and 8 of the contract to reflect procedural changes in those clauses and to update DAS contract contact information on page 9 of the contract.
9	04/13/12	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.
8	01/26/2012	Issued to update the item Net Pricer to coincide with the NJPA quarterly contract item update to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and increases, items which have been added to the contract by NJPA with DAS permission and items which have been added to the contract at the request of DAS for the account of state of Ohio users.

SUMMARY OF AMENDMENTS (continued)

7	10/17/11	Issued update the item Net Pricer to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and items which have been added to the contract by NJPA and at the request of state of Ohio users.
6	09/26/11	Issued to update the item net pricer with items added and/or deleted from the contract through the 09/30/11 and to correct prices on selected items.
5	09/02/11	Issued to update the item net pricer with the addition of 2012 calendars, planners and other dated goods.
4	07/16/11	Issued to adjust prices by approximately 4.9% on fifty-five (55) items effective 07/16/11, including thirty-nine (39) copy paper items several of which are the most commonly used copy paper items used by state of Ohio Agencies and Cooperative Purchasing Program members. Additionally this amendment adds Appendix A to this contract which is a guide to the most commonly used forms of copy paper used by state of Ohio Agencies and Cooperative Purchasing Program Members.
3	06/01/11	Issued update the item Net Pricer to account for discontinued items, items which have replaced discontinued items, NJPA price reductions and items which have been added to the contract by NJPA and at the request of state of Ohio users.
2	02/01/11	Issued to update the item net pricer to account for discontinued items, items which have replaced discontinued items, NJPA 2011 price reductions and increases and items which have been added to the contract by NJPA for calendar year 2011.
1	11/29/10	Issued to update the item net pricer to account for discontinued items, items which have been reduced in price due to manufacturer or NJPA price reductions and items which have replaced discontinued items. Additionally this is to update CRP Mandatory Purchase Items schedules I. and II. which are part of the "PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS" clause of the contract. Changes to CRP contracts periodically require the revision of these schedules, the use of which are intended to guide contract users in how to exercise their obligations under the community rehabilitation program sections of the Ohio Revised Code. Also this amendment contains an update of the contractor index on page 10 of the contract