

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

AMENDMENT FOR CHANGE
AMENDMENT NO. 10

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES

Attached are pages 5, 8, 9 and 12 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to update the CONTRACTOR QUARTERLY SALES REPORT, USAGE REPORTS and REVENUE SHARE 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.

All other prices, terms and conditions remain unchanged.

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

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

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

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

Affected Contractor(s):

0000176739

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

michael.gigliotti@staples.com,
karie.rosshirt@staples.com

***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

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, and 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

Contract SR900011, GPC005 Office Supplies Net Prices

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 #10 effective 05/01/12

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
10	05/01/12	Issued to update the <u>CONTRACTOR QUARTERLY SALES REPORT, 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.
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