

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

REQUIREMENTS CONTRACT: TONER AND ASSOCIATED MATERIAL USED IN COPIERS, LASER AND INK JET PRINTERS AND FAX MACHINES

CONTRACT No.: RS902007

EFFECTIVE DATES: 09/01/06 to 07/31/09
Renewal through 03/31/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS902007 that opened on 07/17/06. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have 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 volume of supplies and/or services as advertised in the Invitation to Bid.

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:

Walter Schneider
walter.schneider@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: _____
Hugh Quill, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Amendments To Contract Terms and Conditions	3
Contract Award	8
Contractor's Index	32-34
Deliver and Acceptance	3
Descriptive Literature	3
Evaluation	8
Exception to the Standard Contract Terms and Conditions	2a*
Fixed Price With Cost Adjustment	8
Minimum Orders	32-34
Specifications	10-13
Summary of Amendments*	35*

<u>CONTRACT ITEMS</u>	
Schedule I Net Priced Items	26-29
List and Discount Information	30
Manufacturer's Price List Information	31
Doc Links to Net Pricer Information	31

* added with the publication of amendment #17 effective 11/01/09

EXCEPTION TO THE STANDARD CONTRACT TERMS AND CONDITIONS: As a condition of mutual renewal of this contract from 11/01/09 through 12/31/09, the state of Ohio, DAS has accepted the following exception to the Standard Contract Terms and Conditions for the account of Contractor Office Depot, Inc. only.

Pages 6 and 7 of 11, Section IV-C, Indemnity. 2nd paragraph, line 2 prior to "Deliverable" insert "**contractor-branded**". This section now reads for the account of contractor Office Depot, Inc. only:

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret or similar intellectual property rights based on the State's proper use of any **contractor-branded** Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

* added with the publication of amendment #17 effective 11/01/09

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

QUESTIONS AND ANSWERS: Any questions or clarifications regarding this Invitation to Bid must be directed to the Office of State Purchasing through the Internet at www.ohio.gov/procure. All questions must be submitted a minimum of five (5) working days prior to the bid opening date.

DELIVERY AND ACCEPTANCE: Normal quantities of supplies will be delivered to the participating agency within one (1) business day after receipt of order, large quantities of supplies [defined as 12 or more pieces of a single item] will be delivered to the participating agency within seven (7) business days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title and risk of loss) 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.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

This is a Mandatory Multiple Award Contract (MAC). Mandatory MAC contracts require all state agencies that purchase these supplies (other than those excluded elsewhere in this contract) to purchase from this contract from one of the contractors. The State offers no assurance of minimum quantities to any single MAC contractor.

At this time, CRP, OSS and other work centers offer only remanufactured toner cartridges. If, at a later date, CRP or OSS should offer new toner cartridges, then the following two sections shall apply.

PROCUREMENT FROM COMMUNITY REHABILITATION PROGRAMS (CRP): Certain supplies listed in this bid (Price Schedule II) are provided by CRP's that employ Ohioans with work-limiting disabilities. These supplies, as well as other products and services, are available to all state agencies through the State Use Program/Office of Procurement from Community Rehabilitation Programs (OPCRP) (established in Ohio Revised Code Sections 4115.31 through 4115.35 and 125.60 through 125.6012) or their agents. It is the intent of the Department of Administrative Service (DAS) to include in this contract a number of State Use Program/OPCRP supplies. Once a contract is awarded, state agencies will purchase these supplies from the contract. Contractors are required to distribute these supplies and must establish a supplier/distributor relationship with each CRP or its agent. Contractors are prohibited from offering products from other sources, which are substantially similar to products offered by the Community Rehabilitation Programs or their agents. Each bidder shall contact the State Use Program/OPCRP Manager at (614) 752-9772 to obtain more information about the State Use Program/OPCRP and about becoming a distributor. No items from the CRP are on this Invitation to Bid.

PROCUREMENT FROM OPI, OSS, OPCRP, AND RSC/BE: (State Agencies Only) In accordance with the Ohio Revised Code Sections 5147.07; 5119.16; 4115.31 through 4115.35 and 125.60 through 125.6012; 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); State Use Program/Office of Procurement from Community Rehabilitation Programs (OPCRP) or their agents; and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, DMH Central Warehouse or Pharmacy Services, OPCRP, and/or RSC to procure items that are available from these sources, from this contract. [The contractor holding this contract will obtain the items that are available from OPCRP and will furnish them to ordering locations during the term of this contract. No waiver for OPCRP items will be allowed.] No items from OPI, OSS, OPCRP, AND RSC/BE are on this Invitation to Bid.

DESCRIPTIVE LITERATURE: Subsequent to award of the contract, the Contractor shall furnish any participating agency with the exact descriptive literature and, if applicable, to include price lists submitted as part of the bid response. Requested literature and price lists must be provided to the requesting agency within ten (10) calendar days of the request. Furthermore, if a price increase is requested by the Contractor and granted by DAS during the term of the contract, the

Contractor must submit the new price list to any participating agency within ten (10) calendar days. Failure to provide the price list and/or descriptive literature to any participating agency as stipulated herein will be considered as an event of default. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e., F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio.

PRODUCT SAMPLES: The Bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the Bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

CERTIFICATION/AUTHORIZATION: Bidders who are not a fulfillment house must provide a letter of authorization on company letterhead signed by a duly authorized representative stating that the Bidder is authorized to represent the company indicated as the fulfillment house. The letter must also guarantee that the fulfillment house (company) will support all bid requirements, terms and conditions as stated in the bid document. Failure to supply this letter with bid response may deem the Bidder not responsive. The fulfillment house must also be indicated in the Disclosure of Subcontractors/Joint Ventures on page twenty four (24) of this ITB.

DOCUMENTATION:

Bidders shall provide, with the bid response, the following documents:

A. Toner Net Pricer

Bidder must supply a custom Toner and Related Component catalog [desk top publishing is acceptable] and net price listing [Toner Net Pricer]. For purposes of bid response only, the following shall apply: Bidders shall submit with their bid response one (1) Toner Net Pricer covering toner and related items normally used in office environments.

In addition to furnishing a printed Toner Net Pricer for these items, furnish the data in the form of a CD-Rom showing the net price to the state of Ohio of all items offered from the custom catalog. The CD-Rom Toner Net Pricer shall show the columns noted below. The CD-Rom must have search capabilities by any criteria provided. The label of the CD-Rom "Toner Net Pricer" list shall show sufficient information to identify the Toner Net Pricer as being used by the state of Ohio, only. The effective date of the net price list and the name of the Bidder shall be shown on the front label. The items shall be listed in the same product code sequence as catalog products. Commercial or industry net pricers are not acceptable. Only those items included in the Toner Net Pricer shall be made a part of the award. In addition a printed copy of the information contained in the CD-Rom must be provided with the bid response. The CD-Rom and the printed copy of the Toner Net Pricer must show at a minimum:

1. Manufacturer item number
2. Manufacturer brand name
3. Bidder item number
4. Bidder merchandise class identifier
5. Unit of measure code for offered price (code key must be footnoted)
6. Catalog "list" price (published list)
7. Percent (%) discount (or premium) [Multiplier] off list price that this price represents
8. Net price as offered on this bid
9. Description
10. Catalog page number where this item is found in the quoted catalog

The Toner Net Pricer must be supplied as an Excel spreadsheet [and as a PDF document], in column sequence as described above and formatted as text except for columns for catalog list price and net price. Prices will be formatted using the dollar symbol (\$) and including 3 decimal places. Any number after the third decimal place will be cut, and not rounded. The percentage discount or premium shall include the percentage sign (%) and may include no more than one (1) decimal place. Negative numbers signify a discount off list price and positive numbers signify a premium above list price. [As an example, a discount of twenty point five percent off list will be shown as “-20.5%”. A premium of five point one percent over list will be shown as “+5.1%”]

Once you net price an item in a merchandise class, the same discount or premium used to determine the net price shall be applicable to every other item in that merchandise class. The multiplier, whether a discount off list or a premium in addition to list price must be the same across all items in the same merchandise class.

Furnish a merchandise class schedule to include manufacturer’s price list name, number and discount off list. Due to the potential for multiple categories applying to a single manufacturer, the schedule may have multiple discount schedules associate with a single manufacturer. [Included a printed schedule as well as an Excel and a PDF file on the CD Rom.] Portions of state agencies participating in the “Cost for Copy” program will not be ordering toner under this contract.

B. Toner Discount off List Table

Bidders must recreate the below table, inserting in the cells the discount percentage off list price that applies for each particular manufacturer and type of device using toner or cartridges. This information is to be submitted in printed format and on the CD in both Excel and PDF formats. If a given manufacturer does not furnish one or more type toner cartridges, indicate “N/A”. At a minimum, include the following brands and discounts off list.

Toner Discount Off List Table				
Manufacturer	Laser Printer	Ink Jet Printer	Copier	Fax Machine
Brother	_____ %	_____ %	_____ %	_____ %
Cannon	_____ %	_____ %	_____ %	_____ %
Epson	_____ %	_____ %	_____ %	_____ %
Hewlett Packard	_____ %	_____ %	_____ %	_____ %
IBM	_____ %	_____ %	_____ %	_____ %
Konica - Minolta	_____ %	_____ %	_____ %	_____ %
Lanier	_____ %	_____ %	_____ %	_____ %
Lexmark	_____ %	_____ %	_____ %	_____ %
Muratec	_____ %	_____ %	_____ %	_____ %
NEC	_____ %	_____ %	_____ %	_____ %
OKI	_____ %	_____ %	_____ %	_____ %
Panasonic	_____ %	_____ %	_____ %	_____ %
Ricoh	_____ %	_____ %	_____ %	_____ %
Sharp	_____ %	_____ %	_____ %	_____ %
TEC	_____ %	_____ %	_____ %	_____ %
Toshiba	_____ %	_____ %	_____ %	_____ %
Xerox	_____ %	_____ %	_____ %	_____ %

C. Toner Price List Table

Bidders must create a summary list of manufacturer's, price lists, price list and effective date of price lists. This information is to be submitted in printed format and on the CD in both Excel and PDF formats. Multiple lines per manufacturer are possible, due to variation in devices. Furnish a list showing the following:

Toner Price List Table			
Manufacturer	Price List Name	Price List Date	Effective Date of List
Brother	_____	_____	_____
Cannon	_____	_____	_____
Epson	_____	_____	_____
Hewlett Packard	_____	_____	_____
IBM	_____	_____	_____
Konica - Minolta	_____	_____	_____
Lanier	_____	_____	_____
Lexmark	_____	_____	_____
Muratec	_____	_____	_____
NEC	_____	_____	_____
OKI	_____	_____	_____
Panasonic	_____	_____	_____
Ricoh	_____	_____	_____
Sharp	_____	_____	_____
TEC	_____	_____	_____
Toshiba	_____	_____	_____
Xerox	_____	_____	_____

This information is to be submitted in written fashion, as an excel document on the CD, and as a PDF file on the CD. One printed copy of each referenced price list is to be submitted.

Price lists may be published, released but not implemented in the marketplace. The Effective Date of List is the date after which all transactions shall be priced from the list. Do not include lists that are not in common use.

Furnish a hard copy of each manufacturer's price list with your bid.

D. Schedule I

Schedule I items will be extracted from the Toner Net Pricer schedule, referenced above.

1. Bidder must supply a pricing offer excerpt from the Toner Net Pricer described above. This excerpt is documented as Price Schedule I. Furnish the priced up Schedule I (complete listing of Schedule I is on pages 14 - 25 of this Invitation to Bid document) in printed, Excel spreadsheet and PDF document formats. Include all items listed on Price Schedule I. (These items represent the items for which state agencies spent the greatest amount per line in a year's time ([Click here for usage report](#)). [Note: The usage report available through this doc link includes both Toner and Office Supplies.] We will be awarding Toner and Related Components only on this contract. Pricing provided in Schedule I will be included in the bid evaluation. Include the Schedule I Excel spreadsheet on the CD-Rom required in Section A. The Schedule I list can be viewed by selecting this [doc link](#).
2. Note that the manufacturers of these items are national name-brands. The manufacturer number and typical unit of measure are given. National brand is defined as a product that is readily available from one of the major wholesalers of office supplies [US Stationers and SP Richards] or directly from the Original Equipment Manufacturer [of the device using toner], and offered to toner retailers who are bidding on this ITB.
3. Substitution is discouraged. You may only offer a substitute item for one or more of these items if, and only if, you do not normally provide this specific brand of item and you can demonstrate to the satisfaction of the State Purchasing that your substitute item is of equivalent quality, and matches form, fit, and function. If a substitution is offered, all of the catalogs provided with your bid response will be reviewed to determine if these "national brand" items are included. For each substituted item, submit a manufacturer's [not your] specification sheet covering the item. Label each document with the name of your firm, the line number from Schedule I, as well as the catalog page number where the item is found. Failure to offer a product brand, as specified, that is later determined to be a part of a bidder's catalog may deem your bid not responsive.

In the event that a substitution is offered, Price Schedule I must be modified to add the following columns:

- a. Substitute brand name
- b. Substitute part number
- c. Page in your catalog where the substitute is described.

In addition, if a substitution of unit of measure is offered, you must convert the offered unit of measure/quantity to the stated quantity/unit of measure shown in the Price Schedule I. You must bid each item using the standard package and unit of measure shown in the Price Schedule I.

Example: If item one is a package of twelve (12) Hewlett Packard toner cartridges and you do not stock or supply Hewlett Packard toner cartridges but instead stock an Nashua toner cartridges normally packaged in a pack of ten (10), indicate your offered substitution in the appropriate columns of Price Schedule I, and indicate your price for your offered package of pack of ten (10) as well as the equivalent price for twelve (12) cartridges. If your price for ten (10) cartridges is \$100.00 per pack, then your price in the evaluated price column should be \$120.00. The estimated use quantity shown in Price Schedule I will be multiplied times the offered price in the evaluated price column and the total for the extended prices of these items.

If a Contractor/Bidder "normally markets" other than the national brand specified, and if they offer a substitute for the national brand specified in the ITB/Contract, the offered item must meet or exceed the specifications and/or performance of the national brand, as determined by State Purchasing. If the state of Ohio, DAS determines that it does not meet or exceed the national brand specification at any time during the life of the contract, the Contractor may be required to replace the non-conforming item(s) with the originally specified national brand item at the contract quoted price. Acceptance of these products is subject to the Supplemental Contract Terms and Conditions, Article S-18.

The intent of State Purchasing is to obtain toner and related components branded by the Original Equipment Manufacturer.

E. Electronic Catalog

1. An electronic catalog (on-line, web based) shall be the primary ordering, pricing and sourcing media. This is a critical element of this ITB.
2. The awarded contractor shall have and make available to the state of Ohio an electronic catalog accessible only to state of Ohio employees and other authorized users complete with state of Ohio pricing.
3. The electronic catalog shall follow the same format as the CD-Rom provided with bid response (as outlined above). Additionally, the electronic catalog shall have instructions on use, order placement, and assistance.
4. CRP product pricing and other related information shall be made a part of the electronic catalog.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders".

We will analyze the bids on a manufacturer by manufacturer basis.

The prices and the discounts shown in Schedule I, must be identical to those shown in the Toner Net Pricer. Failure to bid every item from a single manufacturer listed on Price Schedule I list may cause your bid to be deemed non-responsive for that manufacturer. You may choose to "no bid" one or more manufacturers on Schedule I and on the Toner Discount off List Table/Toner Price List Table.

The estimated usage from Schedule I will be multiplied times the bid price per unit and the resulting line total will be added to all other line totals per manufacturer in Schedule I to determine the total price per manufacturer. The sum of all the Schedule I line calculations will represent approximately 50% of the bid analysis.

We will calculate Net Unit Prices based on the list and discount information that is provided with your bid. Approximately 5 to 10 items per manufacturer will be identified, items net priced and the annual expenditure calculated by taking the estimated usage quantity times the net unit price, determining a line total and then summing the line totals by manufacturer. The sum of all the Net Unit Price line calculations will represent approximately 50% of the bid analysis.

For each manufacturer, we will add the results of the Schedule I calculation, above, to the results of the Net Unit Price calculation, above, to determine the bid for that manufacturer's product.

CONTRACT AWARD: The state of Ohio will make contract awards to the one (1) or two (2) lowest responsive and responsible Bidders per manufacturer. At a minimum, a total of two (2) awards will be made.

PROHIBITED ITEMS: Only those items as defined in the Scope Section of this bid shall be considered to be a part of this bid/contract. No additional items shall be sold to any ordering agency as a part of this bid/contract except as stated herein. The list and discount structure applies to all toner and related items included in the manufacturer's price list(s).

FIXED-PRICE WITH COST ADJUSTMENT: The contract prices(s) will remain firm for a minimum of six (6) months following the award of the contract. In the event that one or more of the manufacturers represented by one or more of the contractors revises prices by publishing and implementing a new price list, the contractor(s) may request price adjustment. One copy of the new manufacturer's price list, along with a re-submittal of the net priced Schedule I items [in Excel format], the Toner Net Pricer, the Toner Discount off List Table and the Toner Price List Table must accompany the contractor's letter requesting price adjustment .

Only one price adjustment per contractor (not per manufacturer) per six month period. The initial firm price period shall extend through December 31, 2006. The contractor must have its request for price increase, including substantiating documentation and recalculated net prices, submitted to the office of State Purchasing no later than November 30, 2006. Subsequent revisions will occur annually in January and July. Documentation to support a request for price increase must be received in State Purchasing at least 30 days prior to the effective date of the increase.

Pricing contained in the new catalog and/or price list will become effective thirty (30) days after receipt and acceptance of the revised pricing by the Office of State Purchasing. Once prices have been received, reviewed, approved and accepted, state agencies may obtain the new catalog and/or price list from the Contractor. Awarded contractor(s) shall be limited to one new catalog and/or price list per six month period. Revised pricing shall affect orders issued on or after the date the revised price schedule has been accepted.

The discount portion of the Toner Discount off List Table/Toner Price List Table, implemented at the onset of the contract, remains firm for the duration of the contract. The price list names and dates contained in these tables are to be revised concurrent with changes in the Toner Net Pricer, as provided in the paragraph entitled FIXED PRICE WITH COST ADJUSTMENT, above. The price list date may change with each successive revision.

At no time may the list price (which serves as the base price in conjunction with the discount established in the Toner Net Pricer of the bid) to the state of Ohio exceed the list price in any catalog available to the general public or to any customer of the Contractor similarly situated to the state of Ohio. In this event, it will be necessary for the Contractor to supply the Office of State Purchasing with one (1) copy of each contract, as applicable.

Once accepted and implemented, revised pricing will remain firm for a minimum of six (6) months.

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 the State's 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 harmless with regard to political subdivision's 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 (i.e. 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 shall be required to report the quarterly dollar value of sales to DAS on a form prescribed by DAS. 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 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
General Services Division, Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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

CONTRACTOR REVENUE SHARE: The Contractor must pay 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 following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

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

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

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 terminate or cancel this contract.

SPECIFICATIONS

I. SCOPE AND CLASSIFICATION

- A. DAS desires to establish a contract for Toner and Related Components for use by state agencies and properly registered cooperative purchasing members pursuant to the Cooperative Purchasing Act. DAS desires to utilize a web based electronic catalog concept for procurement of such supplies. The awarded contractor will be required to provide next business day delivery for all items to any state agency or cooperative purchasing program member within the state of Ohio. (Large quantities, defined as 12 or more units of a single item, shall be delivered within seven (7) business days of order placement.) The term of the contract will be for three (3) years with an option for renewal up to an additional twenty four (24) months. The state of Ohio estimates the annual expenditure for Toner and Related Components to be between three (\$3,000,000) and four (\$4,000,000) million dollars. These estimates do not include Cooperative Purchasing Program member expenditures.

II. BACKGROUND

- A. The awarded contractors should anticipate large volumes of purchase orders, procurement card (credit card) purchases and telephone inquiries regarding order status and miscellaneous request for service. Including both Toner and Office Supply purchases, telephone calls average fifty (50) to one hundred (100) per day, internet orders average fifty (50) to seventy-five (75) per day, orders received by fax average thirty (30) to fifty (50) per day, and orders received by U. S. Postal Service average five (5) per day. It is estimated that up to eighty (80) percent of all orders received from state agencies will be procurement card orders using the state issued procurement card. The level of ordering for toner alone is not known.

III. GENERAL REQUIREMENTS

- A. The awarded contractors shall have the capability of accepting purchase orders by facsimile, phone, electronic submission (EDI), and by written purchase order. The awarded contractors shall also have the capability of accepting procurement card orders. Additionally, each Bidder shall comply with electronic data requirements as

SPECIFICATIONS (cont)

required on page ten (10) Article S-16, Supplemental Contract Terms And Conditions. Each Bidder is requested to include with their bid submission sample order forms and formats relating to each ordering method. If not submitted with the Bidder's response, copies of the sample order forms and formats, shall be filed with the Office of State Purchasing within seven (7) calendar days after notification. Failure to submit the requested forms within the time period may result in the Bidder being deemed non-responsive.

- B. The awarded contractors shall supply CD-Rom catalog(s), Toner Net Pricer List (Net Pricer), Toner Discount off List Table and Toner Price List Table on a CD Rom, showing the state of Ohio net pricing, and/or discount structure. This information will be made available to all state agencies and to participating cooperative purchasing members, as requested, at no additional cost to the state of Ohio. See Documentation, Toner Net Pricer, above for formatting requirements.
- C. Prior to the award of any contract, DAS reserves the right to request adequate assurance from the Bidder that they have sufficient facilities and personnel to respond in a timely manner to the state anticipated ordering volume. Such assurance shall include, but is not limited to on-site visits for the purpose of evaluating Bidder's facilities, submission of 10-K reports or other proof of financial viability.
- D. The awarded contractors shall maintain a monthly overall average fill rate of 98%. Items that are back-ordered, partially filled or reordered are not to be considered filled line items for purposes of determining fill rate level. Awarded contractors shall inform ordering agencies of availability of non-filled and partial orders. The total number of orders received and fill rate shall be included as a part of the usage report for the reporting period.
- E. The awarded contractors shall respond to customer inquiries within one business day after receipt of contact.
- F. The awarded contractors shall ensure next business day delivery for normal quantity orders placed by 2:00 PM.
- G. The awarded contractors shall deliver large quantity orders within seven (7) business days of order.

IV. OTHER REQUIREMENTS

PAYMENT CARDS: No additional pricing allowance will be made for use of Ohio Payment Cards. Bidders should reflect all anticipated costs for payment card use in their net price.

V. MANAGEMENT REPORTS

- A. In addition to the Contractor Quarterly Sales Report, the Contractor is required to provide additional reports: Every calendar quarter, awarded contractors shall provide the following types of reports, to be forwarded to the Office of State Purchasing, 4200 Surface Road, Attn. John Clark, Columbus, Ohio 43228, or walter.schneider@das.state.oh.us* as follows:
 - 1. Usage Report, awarded contractors shall submit reports indicating sales generated by this contract. The report shall be in the same format as the Net Pricer and list actual usage by all customers, by manufacturer item/product number showing the quantities/dollars, with aggregate totals, generated by this contract.
 - a. Report "S" shall contain activity related to state agencies.
 - b. Report "C" shall contain activity related to Coop sales.
 - 2. Fill Rate Report, awarded contractor shall supply fill rate information by Agency and by Agency receiving location to include the number of orders submitted, orders processed, back orders, partially filled orders and reorders. As a starting point, use the formatting outlined for the Net Pricer, above.
 - 3. All reports are to be submitted quarterly. The reports must be submitted thirty (30) days following the completion of the calendar quarter. Failure to provide may be deemed as a contract violation.

* changed with the publication of amendment #5 effective 07/20/07

SPECIFICATIONS (cont)

VI. RETURNS/PHYSICAL DAMAGE/SHORTAGES

- A. No returns of items ordered shall be allowed for those items having a total line item value of \$100.00 or less, except in those instances where the cause for the return is the fault of the contractor.
- B. Ordering agencies shall have a maximum of ten (10) days, after receipt of shipment, to report any shortages, deficiencies or physical damages to the awarded contractor. After ten (10) days the shipment shall be considered correct. Awarded contractors shall not be required to give any credit, in partial or full, for any items reported as missing, damaged or deficient after the ten day period.
- C. Items that are found to be defective must be exchanged or credited by the awarded contractor instead of the ordering agency being required to return products directly to the manufacturer. Within five (5) business days after product is placed into use, the ordering agency shall notify the awarded Contractor that an item is defective. The contractor shall arrange for credit, exchange, or replacement. After the five (5) day reporting period, awarded contractor(s) will not be required to exchange or credit. This time limitation shall not apply to any item recalled by the manufacturer for any reason.

VII. ORDER PLACEMENT AND PARTIAL ORDERS (STATE AGENCIES)

- A. All information pertaining to Ohio Payment Card orders (Ohio Payment Card number, internal control number, log number, etc.) shall be provided to the awarded contractor at the time of order placement.
- B. After an order is placed using Ohio Payment Card, purchase order, or debit vouchering, it may not be changed to another method of order placement or payment.
- C. Awarded contractor(s) shall hold the state of Ohio harmless for unauthorized orders, which are accepted and filled without proper authorization (purchase order, procurement card, etc.)
- D. All users shall provide a purchase order or other means (procurement card purchases) along with correct pricing for all items relating to that purchase. Awarded contractors will not accept an order, in any format, without the pricing shown. Contractors will not provide pricing confirmation for list of items submitted. Orders received that do not list pricing information shall be returned to the requestor.
- E. The awarded contractor(s) is encouraged to place in the CD-Rom catalog/electronic ordering site any information that would facilitate use of the contract by state agencies, colleges, universities and cooperative purchasing program members. Information pertaining to order placement, return procedures, credit or invoice questions status of orders, etc. would be considered appropriate information for inclusion.

VIII. ELECTRONIC DATA INTERCHANGE (EDI)

- A. The state of Ohio encourages suppliers to participate in electronic fund transfers. For information regarding formats, and other information Bidders are requested to contact Greg Miller, EDI Coordinator/SWCAP Analyst, Office of Budget and Management, (614) 752-4220 or Greg.Miller@obm.state.oh.us.
- B. The state of Ohio processes EDI documents in a client server mainframe environment. DEC/EDI is the translator software used by the state of Ohio. It is not necessary for the awarded contractor to use the same hardware or software in order to electronically exchange documents with the state of Ohio.
- C. The state of Ohio follows the EDI standards established by the American National Standards Institute (ANSI) ASCX12 Committee. The state of Ohio is capable of supporting all ANSI versions from release 2000 through release 4010.
- D. Any EDI established will be Electronic Fund Transfer (EFT).
- E. When an agency wished to encumber funds and spread delivery over a period of time, the order shall not be entered via EDI. (Notes included in the EDI document indicating delayed delivery are not transmitted to the contractor, resulting in miscommunication and early delivery.)

SPECIFICATIONS (cont)

IX. PARTIAL SHIPMENTS AND PAYMENTS

- A. State agencies desiring no partial shipments shall inform awarded contractor by letter of their requirements. The awarded contractor will then make necessary changes to accommodate the agency's request.
- B. The accounting procedures of the Office Budget and Management, State Accounting Division, allows partial payments of invoices against purchase orders not completed but for which a proper invoice has been received. Agencies shall not hold any invoice pending receipt of complete order.

X. RETAIL OUTLETS

- A. Bidders that have established retail outlets and anticipate the use of such outlets in any awarded contract, shall submit with their bid response, evidence of compliance to all terms and conditions and bid specifications as stated herein. Bidders must submit the address of all retail outlets that will be utilized under this contract.
- B. Bidders indicating use of retail outlets in any awarded contract must provide, in the space provided on the pricing page, percentage discount for customer pick-up. This discount must be given from the state of Ohio price stated in the Toner Net Pricer. Percentage discount given will not be a part of the evaluation.
- C. The awarded contractor shall ensure that all retail outlet purchases are tax exempt.

XI. ELECTRONIC DATA INFORMATION

The Office of State Purchasing is committed to reducing faxes and telephone calls placed by users of this contract. We encourage and highly recommend the use of:

- Electronic Data Information (EDI)
- Minimum order of \$125.00
- Minimum order of four items (4) per order

Contractors must specify with their bid the method or methods that will be used to deliver materials to the ordering locations.

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
Brother	BRTDR200	DRUM,FAX,REPLACEMENT	EA	29	\$_____
Brother	BRTPC201	FAX THERMAL PRINTING CTG,TLD 450 PAGES	EA	213	\$_____
Brother	BRTTN430	TONER,LSR,PPF4750,5750	EA	140	\$_____
Brother	BRTTN460	TONER,HL1240,1250,1270N	EA	89	\$_____
HP	HEW51604A	PRINT CART,PAPER,BK,THNK	EA	490	\$_____
HP	HEW51626A	CARTRIDGE,PRNT,BK,DSKJET	EA	559	\$_____
HP	HEW51629A	CARTRIDGE,BLK,INKJET	EA	1,681	\$_____
HP	HEW51633M	CARTRIDGE,BK,DJ/DW 300	EA	309	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEW51641A	CTG,DSKJT,850C,855,MULTI	EA	168	\$_____
HP	HEW51645A	CTG,DESKJET,850C,855,BK	EA	10,400	\$_____
HP	HEW51649A	CARTRIDGE,TRI-COLOR	EA	851	\$_____
HP	HEW92274A	TONER,CARTRIDGE,LJ4L,4ML	EA	127	\$_____
HP	HEW92291A	TONER,HPLJ,3SI,4SI	EA	109	\$_____
HP	HEW92298A	TONER,HP LJ4/5,6800 YLD	EA	1,025	\$_____
HP	HEW92298X	TONER,HP LJ4/5,8800 YLD	EA	188	\$_____
HP	HEWC1823D	CTG,PRINT,INKJT,TRICLR	EA	1,811	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWC1823T	CTG,INKJET,TRI-COL,2/PK	EA	222	\$_____
HP	HEWC3903A	TONER,LASERJET,5P,5MP	EA	350	\$_____
HP	HEWC3906A	TONER,LSRJT,HP5L&6L,1/CT	EA	326	\$_____
HP	HEWC3909A	TONER,HP LJ,5SI/5SIMX	EA	582	\$_____
HP	HEWC3909X	CTG,HP5SI,OUTPT+TONER,BK	EA	76	\$_____
HP	HEWC4092A	LSR TONER,BLK,2,500 PG YIELD	EA	802	\$_____
HP	HEWC4096A	CTG,TONER,LSR,2100 SRS	EA	1,273	\$_____
HP	HEWC4127A	TONER,LSR,F/LSRJT 4000 SER,6,000 PG YIEL	EA	215	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWC4127X	TONER,LSR,10KYLD,4000/4050	EA	1,057	\$_____
HP	HEWC4129X	TONER,5000/N/GN,ULTRAP,BK	EA	226	\$_____
HP	HEWC4149A	LSR TONER,BLK,17,000 PG YIELD	EA	48	\$_____
HP	HEWC4150A	LSR TONER,CYAN,8,500 PG YIELD	EA	43	\$_____
HP	HEWC4151A	LSR TONER,MGNTA,8,500 PG YIELD	EA	36	\$_____
HP	HEWC4152A	LSR TONER,YEL,8,500 PG YIELD	EA	41	\$_____
HP	HEWC4153A	LSR DRM KIT,YIELDS 50,000 BLK 12,500 COL	EA	46	\$_____
HP	HEWC4182X	LSR TONER,20,000 PG YIELD	EA	1,260	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWC4191A	TONER,LSJ 4500,BLACK	EA	161	\$_____
HP	HEWC4192A	CTG,LSRJT,CLR,LJ4500,CYN	EA	117	\$_____
HP	HEWC4193A	CTG,MAGENTA,LSRJT,LJ4500	EA	97	\$_____
HP	HEWC4194A	TONER,LSJ 4500,YELLOW	EA	110	\$_____
HP	HEWC4195A	DRUM,KIT,C4191A,C4192A,C	EA	153	\$_____
HP	HEWC4196A	LSR TRNSFR KIT,YIELDS 100,000 PAGES BLK	EA	31	\$_____
HP	HEWC4836AN	INKJET,CTG,HP 11,CYAN	EA	198	\$_____
HP	HEWC4837AN	INKJET,CTG,HP 11,MAGENTA	EA	205	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWC4838AN	INKJET,CTG,HP 11,YELLOW	EA	181	\$_____
HP	HEWC4841A	HP CYAN INK CART FOR-HP2000 SER 1830PG C	EA	127	\$_____
HP	HEWC4842A	HP YEL INK CART FOR-HP2000 SER 1830PG CA	EA	125	\$_____
HP	HEWC4843A	HP MGNTA INK CART-HP2000 SER 1830PG CAP	EA	117	\$_____
HP	HEWC4844A	HP BLK INK CART FOR-HP2000 SER 1430PG CA	EA	730	\$_____
HP	HEWC6578AN	INK JET CTG,TRI-COL,CYAN,MGNTA,YEL)NO.78	EA	947	\$_____
HP	HEWC6578DN	CTG,#78 COLOR,INKJET	EA	4,797	\$_____
HP	HEWC6615DN	NO.15 BLK INKJT CTG FOR HP DSKJT 810C &	EA	5,301	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWC6625AN	TRI-COL INK CTG FOR THE DSKJT 840C/842C/	EA	973	\$_____
HP	HEWC6656AN	CTG,INK,56,BK,DJ,5550/51	EA	2,122	\$_____
HP	HEWC6657AN	CTG,INK NO 57,P100 3CLR	EA	1,288	\$_____
HP	HEWC7115A	LSR,TONER,HP1200/1220	EA	774	\$_____
HP	HEWC7115X	TONER,HGH,YLD,HP1200/1220	EA	127	\$_____
HP	HEWC8061A	TONER,SMART,4100N,6X YLD	EA	117	\$_____
HP	HEWC8061X	TONER,SMART,4100N,10KYLD	EA	623	\$_____
HP	HEWC8543X	TONER,LASER,9000/SERIES	EA	1,004	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWC9720A	LASER,CTG LJ,4600 SMART	EA	86	\$_____
HP	HEWC9721A	TONER,CTG,LJ4600 SMART,CY	EA	61	\$_____
HP	HEWC9722A	TONER,CTG LJ,4600 SMART,YW	EA	54	\$_____
HP	HEWC9723A	TONER,CTG LJ,4600 SMART,MA	EA	55	\$_____
HP	HEWC9731A	LSR TONER,CYAN,12,000 PG YIELD	EA	12	\$_____
HP	HEWQ1338A	LASERJET,GNUIN HP,Q1338A	EA	166	\$_____
HP	HEWQ1339A	LASERJET,GNUIN HP,Q1339A	EA	44	\$_____
HP	HEWQ2610A	CARTRIDGE,TONER,BK	EA	211	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
HP	HEWQ2612A	CTG,HP Q2612A,2K YIELD	EA	275	\$_____
HP	HEWQ2613A	CARTRIDGE,TONER,BK	EA	182	\$_____
Lexmark	LEX08A0478	CTG,E320/322,HIYLD,PRBTE	EA	54	\$_____
Lexmark	LEX12A0825	LSR TONER,BLK,23,000 PG YIELD,PREBATE LS	EA	115	\$_____
Lexmark	LEX12A1970	CTG,#70 HI-RES,INK,BK	EA	228	\$_____
Lexmark	LEX12A5745	CARTRIDGE,HIYLD,OPTRAT	EA	15	\$_____
Lexmark	LEX12A5840	TONER,OPTRAT,STD,PREBATE	EA	137	\$_____
Lexmark	LEX12A5845	TONER,OPTRA T,HIYLD,PREBTE	EA	89	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
Lexmark	LEX12A6865	TONER,PREBATE,T620/T622	EA	168	\$_____
Lexmark	LEX12A7462	CTG,RETURN PRO,YLD21K,BK	EA	112	\$_____
Lexmark	LEX1382150	CARTRIDGE,PRINT,DIA-FINE	EA	17	\$_____
Lexmark	LEX1382625	CTG,LSR,OPTRA,HIYIELD,BK	EA	32	\$_____
Lexmark	LEX1382920	CTG,PRINT,PREBATE,BK	EA	35	\$_____
Lexmark	LEX1382925	CTG,17.6K,PRNT,S PREBTE	EA	102	\$_____
Lexmark	LEX13T0101	CARTRIDGE,PRT,OPTRAE310	EA	156	\$_____
Lexmark	LEX13T0301	TNR,OPTRA,E310,STD YIELD	EA	63	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
Lexmark	LEX17G0154	CARTRIDGE,HGHYLD,OPTRAM	EA	82	\$_____
Lexmark	LEX69G8256	CTG,TONER,OPTRA-E,BK	EA	105	\$_____
Xerox	XER101R203	FAX CPY CTG,DRM	EA	113	\$_____
Xerox	XER106R365	FAX TONER,BLK	EA	396	\$_____
Xerox	XER106R402	TONER,WRKCNTR P555/57	EA	141	\$_____
Xerox	XER106R404	FAX TONER,BLK,3,000 PG YIELD	EA	317	\$_____
Xerox	XER113R457	DRM,WORKCENTRE PRO 555/5	EA	28	\$_____
Xerox	XER113R459	FAX CPY CTG,DRM,1,000 PG YIELD	EA	85	\$_____

PRICE SCHEDULE I

TOP USAGE ITEMS - ESTIMATED SALES FOR CALENDER YEAR 2005

Mfr/Brand	ID Number	Description	U/M	Est. Quantity/Yr	Bid Price
Xerox	XER113R482	TONER CTRG,DRUM,220/230	EA	19	\$_____
Xerox	XER13R73	FAX CPY CTG,DRM,10,000 PG YIELD	EA	34	\$_____
Xerox	XER6R881	COPIER TONER,BLK,165 GRAM CTG,	EA	31	\$_____

PRICE SCHEDULE I - TOP USAGE ITEMS

MFGR	MFGR Number	U/M	Net Price	Description	Supplier
Brother	BRTDR200	EA	\$183.17*	DRUM,FAX,REPLACEMENT	All*
Brother	BRTPC201	EA	\$23.42*	FAX THERMAL PRINTING CTG,TLD 450 PAGES	All*
Brother	BRTTN430	EA	\$56.75*	TONER,LSR,PPF4750,5750	All*
Brother	BRTTN460	EA	\$82.12*	TONER,HL1240,1250,1270N	All*
HP	51604A	EA	\$11.71	PRINT CART,PAPER,BK,THNK	Office Max
HP	51626A	EA	\$30.07	CARTRIDGE,PRNT,BK,DSKJET	Office Max
HP	51629A	EA	\$29.61	CARTRIDGE,BLK,INKJET	Office Max
HP	51633M	EA	\$26.58	CARTRIDGE,BK,DJ/DW 300	Office Max
HP	51641A	EA	\$31.30	CTG,DSKJT,850C,855,MULTI	Office Max
HP	51645A	EA	\$28.08	CTG,DESKJET,850C,855,BK	Office Max
HP	51649A	EA	\$31.04	CARTRIDGE,TRI-COLOR	Office Max
HP	92274A	EA	\$104.75	TONER,CARTRIDGE,LJ4L,4ML	Office Max
HP	92291A	EA	NA*	TONER,HPLJ,3SI,4SI	Discontinued*
HP	92298A	EA	\$108.51	TONER,HP LJ4/5,6800 YLD	Office Max
HP	92298X	EA	NA*	TONER,HP LJ4/5,8800 YLD	Discontinued*
HP	C1823D	EA	\$34.43	CTG,PRINT,INKJT,TRICLR	Office Max
HP	C1823T	EA	NA*	CTG,INKJET,TRI-COL,2/PK	Discontinued
HP	C3903A	EA	\$92.49	TONER,LASERJET,5P,5MP	Office Max
HP	C3906A	EA	\$70.13	TONER,LSRJT,HP5L&6L,1/CT	Office Max
HP	C3909A	EA	\$198.50	TONER,HP LJ,5SI/5SIMX	Office Max
HP	C3909X	EA	NA*	CTG,HP5SI,OUTPT+TONER,BK	Discontinued*
HP	C4092A	EA	\$61.38*	LSR TONER,BLK,2,500 PG YIELD	Office Max
HP	C4096A	EA	\$98.85*	CTG,TONER,LSR,2100 SRS	Office Max
HP	C4127A	EA	\$98.03*	TONER,LSR,F/LSRJT 4000 SER,6,000 PG YIEL	Office Max
HP	C4127X	EA	\$126.38*	TONER,LSR,10KYLD,4000/4050	Office Max
HP	C4129X	EA	\$161.93*	TONER,5000/N/GN,ULTRAP,BK	Office Max

* Prices adjusted for contractor OfficeMax, Inc. effective with Amendment #19 01/11/10

PRICE SCHEDULE I - TOP USAGE ITEMS

MFGR	MFGR Number	U/M	Net Price	Description	Supplier
HP	C4149A	EA	\$116.57	LSR TONER,BLK,17,000 PG YIELD	Office Max
HP	C4150A	EA	\$181.20	LSR TONER,CYAN,8,500 PG YIELD	Office Max
HP	C4151A	EA	\$181.20	LSR TONER,MGNTA,8,500 PG YIELD	Office Max
HP	C4152A	EA	\$181.20	LSR TONER,YEL,8,500 PG YIELD	Office Max
HP	C4153A	EA	\$161.25	LSR DRM KIT,YIELDS 50,000 BLK 12,500 COL	Office Max
HP	C4182X	EA	\$186.28	LSR TONER,20,000 PG YIELD	Office Max
HP	C4191A	EA	\$93.04	TONER,LSJ 4500,BLACK	Office Max
HP	C4192A	EA	\$135.89	CTG,LSRJ,CLR,LJ4500,CYN	Office Max
HP	C4193A	EA	\$135.89	CTG,MAGENTA,LSRJ,LJ4500	Office Max
HP	C4194A	EA	\$135.89	TONER,LSJ 4500,YELLOW	Office Max
HP	C4195A	EA	\$89.35	DRUM,KIT,C4191A,C4192A,C	Office Max
HP	C4196A	EA	\$202.33	LSR TRNSFR KIT,YIELDS 100,000 PAGES BLK	Office Max
HP	C4836AN	EA	\$29.76	INKJET,CTG,HP 11,CYAN	Office Max
HP	C4837AN	EA	\$29.76	INKJET,CTG,HP 11,MAGENTA	Office Max
HP	C4838AN	EA	\$29.76	INKJET,CTG,HP 11,YELLOW	Office Max
HP	C4841A	EA	\$30.10*	HP CYAN INK CART FOR-HP2000 SER 1830PG C	Office Max
HP	C4842A	EA	\$30.10*	HP YEL INK CART FOR-HP2000 SER 1830PG CA	Office Max
HP	C4843A	EA	\$30.10*	HP MGNTA INK CART-HP2000 SER 1830PG CAP	Office Max
HP	C4844A	EA	\$29.76	HP BLK INK CART FOR-HP2000 SER 1430PG CA	Office Max
HP	C6578AN	EA	\$50.83	INK JET CTG,TRI-COL,CYAN,MGNTA,YEL)NO.78	Office Max
HP	C6578DN	EA	\$30.10*	CTG,#78 COLOR,INKJET	Office Max
HP	C6615DN	EA	\$26.53	NO.15 BLK INKJT CTG FOR HP DSKJT 810C &	Office Max
HP	C6625AN	EA	\$28.34	TRI-COL INK CTG FOR THE DSKJT 840C/842C/	Office Max
HP	C6656AN	EA	\$19.20	CTG,INK,56,BK,DJ,5550/51	Office Max
HP	C6657AN	EA	\$30.41	CTG,INK NO 57,P100 3CLR	Office Max
HP	C7115A	EA	\$60.45	LSR,TONER,HP1200/1220	Office Max
HP	C7115X	EA	\$75.51	TONER,HGH,YLD,HP1200/1220	Office Max

* Prices adjusted for contractor OfficeMax, Inc. effective with Amendment #19 01/11/10

PRICE SCHEDULE I - TOP USAGE ITEMS

MFGR	MFGR Number	U/M	Net Price	Description	Supplier
HP	C8061A	EA	\$98.10	TONER,SMART,4100N,6X YLD	Office Max
HP	C8061X	EA	\$126.38	TONER,SMART,4100N,10KYLD	Office Max
HP	C8543X	EA	\$271.88	TONER,LASER,9000/SERIES	Office Max
HP	C9720A	EA	\$153.35	LASER,CTG LJ,4600 SMART	Office Max
HP	C9721A	EA	\$207.16	TONER,CTG,LJ4600 SMART,CY	Office Max
HP	C9722A	EA	\$207.16	TONER,CTG LJ,4600 SMART,YW	Office Max
HP	C9723A	EA	\$207.16	TONER,CTG LJ,4600 SMART,MA	Office Max
HP	C9731A	EA	\$310.80	LSR TONER,CYAN,12,000 PG YIELD	Office Max
HP	Q1338A	EA	\$151.64	LASERJET,GNUIN HP,Q1338A	Office Max
HP	Q1339A	EA	\$200.77	LASERJET,GNUIN HP,Q1339A	Office Max
HP	Q2610A	EA	\$118.91	CARTRIDGE,TONER,BK	Office Max
HP	Q2612A	EA	\$69.09	CTG,HP Q2612A,2K YIELD	Office Max
HP	Q2613A	EA	\$70.39	CARTRIDGE,TONER,BK,13A	Office Max
HP	51604A	EA	\$13.96**	PRINT CART,PAPER,BK,THNK	CE
HP	51626A	EA	\$33.41**	CARTRIDGE,PRNT,BK,DSKJET	CE
HP	51629A	EA	\$32.94**	CARTRIDGE,BLK,INKJET	CE
HP	51633M	EA	\$30.39**	CARTRIDGE,BK,DJ/DW 300	CE
HP	51641A	EA	\$33.62**	CTG,DSKJT,850C,855,MULTI	CE
HP	51645A	EA	\$32.92**	CTG,DESKJET,850C,855,BK	CE
HP	51649A	EA	\$32.92**	CARTRIDGE,TRI-COLOR	CE
HP	92274A	EA	\$96.26**	TONER,CARTRIDGE,LJ4L,4ML	CE
HP	92291A	EA	\$110.00**	TONER,HPLJ,3SI,4SI	CE
HP	92298A	EA	\$99.65**	TONER,HP LJ4/5,6800 YLD	CE
HP	92298X	EA	\$110.00**	TONER,HP LJ4/5,8800 YLD	CE
HP	C1823D	EA	\$36.26**	CTG,PRINT,INKJT,TRICLR	CE
HP	C1823T	EA	\$42.69	CTG,INKJET,TRI-COL,2/PK	CE
HP	C3903A	EA	\$84.24**	TONER,LASERJET,5P,5MP	CE
HP	C4149A	EA	\$113.03**	LSR TONER,BLK,17,000 PG YIELD	CE
HP	C4150A	EA	\$173.05**	LSR TONER,CYAN,8,500 PG YIELD	CE
HP	C4151A	EA	\$173.05**	LSR TONER,MGNTA,8,500 PG YIELD	CE
HP	C4152A	EA	\$173.05**	LSR TONER,YEL,8,500 PG YIELD	CE
HP	C4153A	EA	\$154.21**	LSR DRM KIT,YIELDS 50,000 BLK 12,500 COL	CE
HP	C4182X	EA	\$166.90**	LSR TONER,20,000 PG YIELD	CE
HP	C4191A	EA	\$85.72**	TONER,LSJ 4500,BLACK	CE
HP	C4192A	EA	\$123.02**	CTG,LSRJ,CLR,LJ4500,CYN	CE
HP	C4193A	EA	\$123.02**	CTG,MAGENTA,LSRJ,LJ4500	CE
HP	C4194A	EA	\$123.02**	TONER,LSJ 4500,YELLOW	CE
HP	C4195A	EA	\$83.56**	DRUM,KIT,C4191A,C4192A,C	CE
HP	C4196A	EA	\$188.03**	LSR TRNSFR KIT,YIELDS 100,000 PAGES BLK	CE
HP	C4836AN	EA	\$33.30**	INKJET,CTG,HP 11,CYAN	CE
HP	C4837AN	EA	\$33.33**	INKJET,CTG,HP 11,MAGENTA	CE
HP	C4838AN	EA	\$33.30**	INKJET,CTG,HP 11,YELLOW	CE
HP	C4841A	EA	\$32.26**	HP CYAN INK CART FOR-HP2000 SER 1830PG C	CE
HP	C4842A	EA	\$32.26**	HP YEL INK CART FOR-HP2000 SER 1830PG CA	CE
HP	C4843A	EA	\$32.26**	HP MGNTA INK CART-HP2000 SER 1830PG CAP	CE
HP	C4844A	EA	\$32.26**	HP BLK INK CART FOR-HP2000 SER 1430PG CA	CE
HP	C6578AN	EA	\$54.40**	INK JET CTG,TRI-COL,CYAN,MGNTA,YEL)NO.78	CE

* Prices adjusted for contractor OfficeMax, Inc. effective with Amendment #19 01/11/10

** Prices adjusted for Contractor Corporate Express ICGS effective with amendment #13 02/15/09

PRICE SCHEDULE I - TOP USAGE ITEMS

MFGR	MFGR Number	U/M	Net Price	Description	Supplier
HP	C6578DN	EA	\$33.77**	CTG,#78 COLOR,INKJET	CE
HP	C6615DN	EA	\$29.39**	NO.15 BLK INKJT CTG FOR HP DSKJT 810C &	CE
HP	C6625AN	EA	\$27.79**	TRI-COL INK CTG FOR THE DSKJT 840C/842C/	CE
HP	C6656AN	EA	\$21.58**	CTG,INK,56,BK,DJ,5550/51	CE
HP	C6657AN	EA	\$33.77**	CTG,INK NO 57,P100 3CLR	CE
HP	C7115A	EA	\$57.84**	LSR,TONER,HP1200/1220	CE
HP	C7115X	EA	\$69.25**	TONER,HGH,YLD,HP1200/1220	CE
HP	C8061A	EA	\$89.37**	TONER,SMART,4100N,6X YLD	CE
HP	C8061X	EA	\$115.57**	TONER,SMART,4100N,10KYLD	CE
HP	C8543X	EA	\$244.13**	TONER,LASER,9000/SERIES	CE
HP	C9720A	EA	\$138.58**	LASER,CTG LJ,4600 SMART	CE
HP	C9721A	EA	\$187.51**	TONER,CTG,LJ4600 SMART,CY	CE
HP	C9722A	EA	\$187.51**	TONER,CTG LJ,4600 SMART,YW	CE
HP	C9723A	EA	\$187.51**	TONER,CTG LJ,4600 SMART,MA	CE
HP	C9731A	EA	\$277.81**	LSR TONER,CYAN,12,000 PG YIELD	CE
HP	Q1338A	EA	\$137.10**	LASERJET,GNUIN HP,Q1338A	CE
HP	Q1339A	EA	\$179.82**	LASERJET,GNUIN HP,Q1339A	CE
HP	Q2610A	EA	\$108.90**	CARTRIDGE,TONER,BK	CE
HP	Q2612A	EA	\$63.54**	CTG,HP Q2612A,2K YIELD	CE
HP	Q2613A	EA	\$66.26**	CARTRIDGE,TONER,BK,13A	CE
HP	C3906A	EA	\$64.46**	TONER,LSRJ,HP5L&6L,1/CT	CE
HP	C3909A	EA	\$179.99**	TONER,HP LJ,5SI/5SIMX	CE
HP	C3909X	EA	\$183.90**	CTG,HP5SI,OUTPT+TONER,BK	CE
HP	C4092A	EA	\$57.65**	LSR TONER,BLK,2,500 PG YIELD	CE
HP	C4096A	EA	\$90.04**	CTG,TONER,LSR,2100 SRS	CE
HP	C4127A	EA	\$89.30**	TONER,LSR,F/LSRJ 4000 SER,6,000 PG YIEL	CE
HP	C4127X	EA	\$115.57**	TONER,LSR,10KYLD,4000/4050	CE
HP	C4129X	EA	\$149.22**	TONER,5000/N/GN,ULTRAP,BK	CE
LEXMARK	1382150	EA	\$340.40*	CARTRIDGE,PRINT,DIA-FINE	Office Max
LEXMARK	1382625	EA	NA*	CTG,LSR,OPTRA,HIYIELD,BK	Discontinued*
LEXMARK	1382920	EA	\$176.09*	CTG,PRINT,PBATE,BK	Office Max
LEXMARK	1382925	EA	\$212.26*	CTG,17.6K,PRNT,S PREBTE	Office Max

* Prices adjusted for contractor OfficeMax, Inc. effective with Amendment #19 01/11/10

** Prices adjusted for Contractor Corporate Express ICGS effective with amendment #13 02/15/09

PRICE SCHEDULE I - TOP USAGE ITEMS

MFGR	MFGR Number	U/M	Net Price	Description	Supplier
LEXMARK	08A0478	EA	\$125.41*	CTG,E320/322,HIYLD,PRBTE	Office Max
LEXMARK	12A0825	EA	\$280.92*	LSR TONER,BLK,23,000 PG YIELD,PREBATE LS	Office Max
LEXMARK	12A1970	EA	NA*	CTG,#70 HI-RES,INK,BK	Discontinued*
LEXMARK	12A5745	EA	NA*	CARTRIDGE,HIYLD,OPTRAT	Discontinued*
LEXMARK	12A5840	EA	\$190.63*	TONER,OPTRAT,STD,PREBATE	Office Max
LEXMARK	12A5845	EA	\$295.25*	TONER,OPTRA T,HIYLD,PREBTE	Office Max
LEXMARK	12A6865	EA	\$356.16*	TONER,PREBATE,T620/T622	Office Max
LEXMARK	12A7462	EA	\$316.25*	CTG,RETURN PRO,YLD21K,BK	Office Max
LEXMARK	13T0101	EA	\$146.19*	CARTRIDGE,PRT,OPTRAE310	Office Max
LEXMARK	13T0301	EA	\$93.88*	TNR,OPTRA,E310,STD YIELD	Office Max
LEXMARK	17G0154	EA	\$270.17*	CARTRIDGE,HGHYLD,OPTRAM	Office Max
LEXMARK	69G8256	EA	\$73.81*	CTG,TONER,OPTRA-E,BK	Office Max
XEROX	101R203	EA	\$181.50*	FAX CPY CTG,DRM	All*
XEROX	106R365	EA	\$62.78*	FAX TONER,BLK	All*
XEROX	106R402	EA	\$131.25*	TONER,WRKCNTR P555/57	All*
XEROX	106R404	EA	\$60.29*	FAX TONER,BLK,3,000 PG YIELD	All*
XEROX	113R457	EA	\$159.00*	DRM,WORKCENTRE PRO 555/5	All*
XEROX	113R459	EA	\$182.32*	FAX CPY CTG,DRM,1,000 PG YIELD	All*
XEROX	113R482	EA	\$324.75*	CTDG,PRT,CPR,DOC CTR	All*
XEROX	13R73	EA	NA*	FAX CPY CTG,DRM,10,000 PG YIELD	Discontinued*
XEROX	6R881	EA	\$111.79*	COPIER TONER,BLK,165 GRAM CTG,	All*
XEROX	101R203	EA	\$131.72	FAX CPY CTG,DRM	US Laser
XEROX	106R365	EA	\$33.47	FAX TONER,BLK	US Laser
XEROX	106R402	EA	\$111.47	TONER,WRKCNTR P555/57	US Laser
XEROX	106R404	EA	\$42.04	FAX TONER,BLK,3,000 PG YIELD	US Laser
XEROX	113R457	EA	\$124.29	DRM,WORKCENTRE PRO 555/5	US Laser
XEROX	113R459	EA	\$125.30	FAX CPY CTG,DRM,1,000 PG YIELD	US Laser
XEROX	113R482	EA	\$296.68	TONER CTRG,DRUM,220/230	US Laser
XEROX	13R73	EA	\$109.91	FAX CPY CTG,DRM,10,000 PG YIELD	US Laser
XEROX	6R881	EA	\$119.48	COPIER TONER,BLK,165 GRAM CTG,	US Laser

* Prices adjusted for contractor OfficeMax, Inc. effective with Amendment #19 01/11/10

LIST AND DISCOUNT INFORMATION

Using organizations will apply the following discounts to the applicable price lists in order to determine the purchase price for Toner and related materials not otherwise net priced in this contract or contained in the files accessible through the Doc Links, referenced below. The column to the right entitled "Supplier" list the Contractors who will furnish the stated brands of product.

Contractor Discounts Off Manufacturer's List Pricing						
MFGR	Contractor	Laser Printer	Ink Jet Printer	Copier	Facsimile (FAX)	Note
Brother	Office Depot	31%	30%	No Disc	34%	
Cannon	Office Depot	29%	24%	29%	28%	
Epson	Office Depot	30%	26%	No Disc	No Disc	
Hewlett Packard	CEXP	43%	30%	No Disc	No Disc	
Hewlett Packard	OfficeMax	36%	33%	14%	14%	
IBM	OfficeMax	14%	14%	14%	14%	
Konica Minolta	CEXP	20%	No Disc	20%	20%	
Konica Minolta	OfficeMax	14%	14%	14%	14%	
Lanier	CEXP	20%	20%	20%	20%	
Lanier	OfficeMax	14%	14%	14%	14%	
Lexmark	OfficeMax	35%	32%	14%	14%	
Mfrtbl	OfficeMax	14%	14%	14%	14%	
Muratec	No Award	No Award	No Award	No Award	No Award	Contractor Britt Ceased Operations
Nation	OfficeMax	14%	14%	14%	1%	
NEC	CEXP	20%	No Disc	No Disc	No Disc	
NEC	Office Depot	18%	15%	No Disc	No Disc	
OKI	CEXP	28%	No Disc	No Disc	No Disc	
OKI	Office Depot	26%	26%	No Disc	30%	
Panasonic	Office Depot	30%	29%	29%	30%	
Ricoh	CEXP	24%	No Award	30%	30%	
Ricoh	OfficeMax	14%	14%	14%	14%	
Samsung	OfficeMax	10%	10%	10%	10%	
Sharp	Office Depot	No Disc	35%	49%	35%	
TEC	CEXP	No Disc	No Disc	No Disc	20%	
TEC	OfficeMax	14%	14%	14%	14%	
Toshiba	Office Depot	30%	30%	No Disc	34%	
Xerox	Office Depot	24%	23%	30%	23%	
Xerox	US Laser					Applies to only Items Specifically Net Priced on the Contract

* Per Amendment # 7 effective 12/31/07 removing Britt Business Systems from this contract. Agencies are to use direct purchasing authority to purchase Muratec toner products.

MANUFACTURER'S PRICE LIST INFORMATION

Toner and Cartridge manufacturer's, their price lists, effective dates and designated suppliers are shown below. For items not otherwise net unit priced in this contract, contact the Contractor to obtain the net unit price.

MFGR	Contractor	Price List Name	Price List Date	Effective Date of List
Brother	Office Depot	Brother Supplies and Accessories	07/01/06	07/01/06
Cannon	Office Depot	Office Depot BSD14	07/01/06	07/01/06
Epson	Office Depot	Business Products MSRP Price Sheet	07/01/06	07/01/06
Hewlett Packard	CEXP	HP Price List (amended monthly)	09/01/07	09/01/07
Hewlett Packard	OfficeMax	HP Mfr Price List	01/01/09	01/01/09
IBM	OfficeMax	OfficeMax Enterprise Solutions	04/10/07	04/01/07
Konica Minolta	CEXP	Konica Minolta Item Listing	Most Current	Most Current
Konica Minolta	OfficeMax	Distribution Price List	01/01/08	01/01/09
Lanier	CEXP	Lanier Worldwide Price List	01/01/06	01/01/06
Lanier	OfficeMax	OfficeMax Enterprise Solutions	01/01/08	01/01/08
Lexmark	OfficeMax	Lexmark MSRP and Prices to Authorized Dealers	10/01/07	10/01/07
Mftrbl	OfficeMax	OfficeMax Enterprise Solutions	01/01/08	01/10/08
Muratec*	No Award*			
Nation	OfficeMax	OfficeMax Enterprise Solutions	01/01/08	01/01/08
NEC	CEXP	NEC Solutions 2004 Price List	03/01/04	03/01/04
NEC	Office Depot	Office Depot BSD14	07/01/06	07/01/06
OKI	CEXP	OKI Printing Solutions Pricer	01/01/06	01/01/06
OKI	Office Depot	OKI Printing Solutions, US List Pricing	06/01/06	06/01/06
Panasonic	Office Depot	Office Depot BSD14	07/01/06	07/01/06
Ricoh	CEXP	Ricoh Sole Source Blanket Pricing	04/01/06	04/01/06
Ricoh	OfficeMax	OfficeMax Enterprise Solutions	01/01/08	01/01/08
Samsung	OfficeMax	OfficeMax Enterprise Solutions	12/25/07	12/25/07
Sharp	Office Depot	Facsimile Price List	05/01/06	05/01/06
TEC	CEXP			
TEC	OfficeMax	OfficeMax Enterprise Solutions	12/25/07	12/25/07
Toshiba	Office Depot	Office Depot BSD14	07/01/06	07/01/06
Xerox	Office Depot	Office Depot BSD14	07/01/06	07/01/06
Xerox	US Laser			

* Per Amendment # 7 effective 12/31/07 removing Britt Business Systems from this contract. Agencies are to use direct purchasing authority to purchase Muratec toner products

NET PRICE INFORMATION

In addition to the Net Unit Pricing shown on Schedule I, above, each Contractor has furnished additional net price information. Due to the size of the files, the information is not contained in this contract document in printed form. To access this information, select the Doc Links, below, for each of the contractors.

Doc Link for Office Max.

Doc Link for US Laser.

Doc Link for Corporate Express ICGS.

Doc Link for Office Depot, Inc – removed effective 01/01/10. Contractor elected not to mutually renew their contract with the state of Ohio. *****

Doc Link for Britt Business Systems, Inc. - Removed effective 12/31/07. Contractor has ceased business operations and closed. See Amendment # 7 effective 12/31/07. Agencies are to use direct purchasing authority to purchase Muratec toner products.

CONTRACTOR INDEX

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CONTRACTOR AND TERMS:

CONTRACT NO.: RS902007-3A (03/31/10)*

0000143403
OfficeMax Inc.
263 Shuman Blvd
Naperville, IL 60563

DELIVERY: 1 Day A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Ginger Luzio

Telephone: (800) 532-6473, ext: 8346
FAX: (888) 710-2697
E-mail: GingerLuzio@officemax.com

CONTRACTOR'S ORDER ENTRY CONTACT:

Telephone: (888) 264-7388
FAX: (888) 823-4083

For Purchase Orders Placed by Mail Send to:

OfficeMax, Inc.
1331 Boltonfield St.
Columbus, OH 43228

NET PRICE LISTING: The Office Max Price List is accessible as a doc link from page 32. This information is on the Office Max website and available when ordering using the website. You may download the file to facilitate your search.

MINIMUM ORDER: Minimum order amount for freight prepaid and allowed, F.O.B. Destination will be \$25.00 For orders below \$25.00, ship via least costly method, prepaid and add to invoice. EDI minimum order is \$125.00.

OAKS Item Identification Number: 11900; Freight charges as applicable

*changed by amendment # 20 to this contract effective 03/01/10

CONTRACTOR INDEX (CONT'D)

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CONTRACTOR AND TERMS:

0000075932
US Laser Inc.
720 Grandview Ave.
Columbus, OH 43215

CONTRACT NO.: RS902007-2 (03/01/10)*

DELIVERY: 1- 7 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Jeff Rosenberg

Telephone: (888) 866-3790
FAX: (614) 487-3376
E-mail: jrosenberg@uslaser.com

NET PRICE LISTING: The US Laser Price List is accessible as a doc link from page 32. You may download the file to facilitate your search.

MINIMUM ORDER: Minimum order amount for freight prepaid and allowed, F.O.B. Destination will be \$25.00 For orders below \$25.00, ship via least costly method, prepaid and add to invoice. EDI minimum order is \$125.00.

OAKS Item Identification Number: 11889; Freight charges as applicable

*changed by amendment # 20 to this contract effective 03/01/10

CONTRACTOR INDEX (CONT'D)

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CONTRACTOR AND TERMS:

0000086580
Corporate Express, Inc. dba
Corporate Express Imaging and Computer Graphics Supplies
2228 City Gate Drive
Columbus, OH 43219

CONTRACT NO.: RS902007-4 (03/01/10) *

DELIVERY: 1- 7 Days A.R.O.

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: Libby Hauser

Telephone: (800) 876-0686
FAX: (614) 472-2023
E-mail: libby.hauser@cexp.com

CONTRACTOR'S REMITTANCE ADDRESS:

Corporate Express, Inc.
P.O. Box 95230
Chicago, IL 60694

NET PRICE LISTING: The Corporate Express ICGS Price List is accessible as a doc link from page 31. You may download the file to facilitate your search.

MINIMUM ORDER: Minimum order amount for freight prepaid and allowed, F.O.B. Destination will be \$25.00 For orders below \$25.00, ship via least costly method, prepaid and add to invoice. EDI minimum order is \$125.00.

OAKS Item Identification Number: 11890; Freight charges as applicable

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ENTERING PURCHASE REQUISITIONS AND PURCHASE ORDERS IN O.A.K.S.

Adherence to the following is necessary for contractors to properly identify you and your location when receiving your new OAKS FAXed or e-mail purchase orders. Doing this will save the contractor time and reduce shipping errors due to lookup transpositions.

When ordering items on the above contracts using OAKS purchase orders PLEASE include both of the following:

1. Your agency / institution ACCOUNT Number
AND
2. Your unique SEQUENCE Number

On the OAKS requisition and subsequent purchase order.

Type both in the "Justification Comment" field on the Requisition.
AND

Mark the "Send to Vendor" checkbox on the Requisition.

If you do not know your ACCOUNT NUMBER and/or Sequence Number, please contact the contractor.

OfficeMax	Ginger Luzio	(800) 532 6473
Corporate Express	Libby Hauser	(800) 876 0686
U.S. Laser	Jeff Rosenberg	(888) 866 3790

THIS APPLIES FOR AGENCIES AND INSTITUTIONS PLACING ORDERS USING OAKS PURCHASE ORDERS.

* changed by amendment # 20 to this contract effective 03/01/10

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
20	03/01/10	Issued to exercise the state of Ohio's option to renew this contract unilaterally for one month from March 1, 2010 through March 31, 2010.
19	01/11/10	Issued to adjust prices for selected items provided by Contractor OfficeMax, Inc. effective 01/11/10.
18	01/01/10	Issued to initiate a mutual renewal of this contract for OfficeMax, Inc, U.S. Laser, Inc. and Corporate Express, Inc. dba Corporate Express Imaging and Computer Graphics Supplies a Staples Company from 01/01/10 through 02/28/10. Contractor Office Depot elected not to mutually renew the contract.
17	11/01/09	Issued to initiate a mutual renewal of this contract for contractors named from 11/01/09 through 12/31/09.
16	08/01/09	Issued to initiate a unilateral renewal of this contract for one month through August 31, 2009 with contractor Office Depot, Inc.
15	08/01/09	Issued to mutually renew this contract from August 1, 2009 through October 31, 2009 with contractors OfficeMax, Inc, US Laser, Inc. and Corporate Express, Inc.
14	01/30/09	Issued to retroactively correct errors on Corporate Express Imaging and Computer Graphics Net Pricer published in amendment #11 effective 11/24/08.
13	02/15/09	Issued to adjust prices on items for account of contractor Corporate Express Imaging and Computer Graphics, Inc. effective 02/15/2009.
12	01/09/09	Issued to adjust prices on items for account of contractor OfficeMax, Inc. effective 01/09/09.
11	11/24/08	Issued to adjust prices on items for the account of contractor Corporate Express Imaging and Computer Graphics Company effective 11/24/2008.
10	05/30/08	Issued to correct a typographical error in the contract number for contractor OfficeMax, Inc. on page 33 of the contract
9	05/09/08	Issued to correct a typographical error in the OAKS contract number for contractor OfficeMax, Inc. on page 33 of this contract.
8	04/17/08	Issued to adjust prices on schedule I items and to establish a new net pricer with adjusted prices for contractor OfficeMax, Inc. and to change contractor information for contractor OfficeMax, Inc.
7	12/31/07	Issued to remove contractor Britt Business Systems, Inc. from the contract. Britt Business Systems, Inc. ceased business operations and closed down effective 12/31/07. The award for Muratec toners formerly held by Britt Business Systems, Inc. has been removed from this contract. Agencies are to use direct purchasing authority to procure Muratec supplies subject to guidance from DAS/GSD Procurement Operations. Contact Walt Schneider 614 644 5151 or walter.schneider@das.state.oh.us.
6	11/23/07	Issued to Change Contractor EIN / TIN Numbers to OAKS Vendor ID Numbers, to Update OAKS Contract Numbers and to change NIGP Numbers for freight charges to OAKS Item Identification Numbers, effective 11/23/07
5	07/20/07	To change the recipient of quarterly required usage reports, provide guidance to agencies and institutions in completing purchase requisitions and purchase orders subsequent to the conversion to O.A.K.S and to add a Summary of Amendments page 35 to the contract