



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Office Supply Products

Contract Issuance Date: August 7, 2015

Statewide Contract #: SW180

Total Number of Vendors: 1 (For details see: Vendor Information Sheet)

Contract Period: August 7, 2015 through July 31, 2016

Agreement Period: August 7, 2015 through July 31, 2020

Authorized Users: All State Agencies, Oklahoma Boards and Commissions, Schools, Counties, Municipalities and Higher Education.

Contract Priority: This is a Mandatory Contract

Type of Contract: Firm Fixed Price, Indefinite Quantity

OMES-CP Contact: Theresa Johnson
Contracting Officer

Phone: 1-405-521-2289

Fax: 1-405-522-1077

Email: Theresa.Johnson@omes.ok.gov

NOTE: This is a mandatory Multi Government Statewide contracts that is available to all State Agencies and authorized users. Part of this contract is awarded accounting to State Use Statute, Title 74, Chapter 48, Sections 3001-3010. This contract enables state agencies to order State Use Office Products (SW022) through the Prime Vendor Office Supply Portal. State Use Office Products listed on SW022 are mandatory.



**State of Oklahoma
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Services
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Awarded Vendor Information

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Vendor ID#: 0000067950

Vendor Name: Staples Contract & Commercial Inc

Vendor Address: Address: PO Box 83689 DEPT DAL

City: Chicago

State: IL

Zip Code: 60696-3689

Contact Person Name: Lee Foreman

Phone #: 405-943-6300

Title: Account Manager

Fax #:

Email: Lee.Foreman@staples.com

Website: www.staplesadvantage.com

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 4123

Delivery: FOB Destination

Minimum Order: NONE

P/Card Accepted: X Yes

No

Other: Users are required to have an account set up prior to ordering online. To place orders on-line go to www.staplesadvantage.com. Accounts previously set up with State Use are active and users can continue as before.

**NATIONAL JOINT POWERS ALLIANCE (NJPA)
PARTICIPATING ADDENDUM
FOR Office Products
Between
The State of Oklahoma and Staples Advantage**

This NJPA Program Agreement by way of a Participating Addendum (PA), herein after referred to as ("Program Agreement") by and between State of Oklahoma, Office of Management and Enterprise Services, Central Purchasing Division ("Buyer") and Staples Contract and Commercial, Inc., operating as Staples Advantage ("Staples") is made effective as of August 1, 2015 ("the Program Agreement Effective Date") and is attached to and governed by the NJPA Agreement specifically marked and identified in Section A.5 below ("NJPA Program") between Staples and NJPA. Buyer and Staples are collectively referred to herein as the "Parties". All Capitalized terms used here shall have the meaning assigned to them in the NJPA Agreement unless otherwise defined herein. All remaining terms herein shall have the meaning assigned to them by Title 74 of the Central Purchasing Act of The State of Oklahoma.

Contract Title: SW180 Office Supply Products

Contract Period: August 1, 2015 through July 31, 2016.

Agreement Period: August 1, 2015 through July 31, 2020. Initial contract period is for one year with the unilateral option to renew for four (4) one year periods with mutual written agreement by both parties,

Primary Contact: The primary Participating State contact individual for this participating addendum is as follows:

Theresa Johnson
Participating Entity: State of Oklahoma
Address: 2401 N. Lincoln Blvd., Suite 116
City, State: Oklahoma City, OK 73105

Telephone: 405-521-2289
Fax: 405-522-1077
E-mail: theresa.johnson@omes.ok.us

- A.1. WHEREAS, Buyer, a member of NJPA (as defined below), and Staples desire to enter into this Program Agreement pursuant to which Buyer may participate in the NJPA Program to purchase Products (as defined below)
- A.2. NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:
- A.3. Previous Program Agreement(s). The Parties acknowledge and agree that this Program Agreement shall replace and supersede any previous Program Agreement including any amendments attached thereto as of the Program Agreement Effective Date set forth in paragraph 1 above.
- A.4. Term. The terms of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the NJPA Agreement, or (ii) the date at which Buyer ceases to be a Member of NJPA or (iii) the contract period and agreement period stated above. In the event that the Program Agreement terminates or expires pursuant to (i), (ii) or (iii) above, Staples agrees to offer Buyer the option to enter into a separate equipment with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.
- A.5. Definitions.
- A.5.1.1. NJPA. The National Joint Powers Alliance® (NJPA) is public agency serving as a national government/education contracting agency. NJPA was created and organized under the "Service Cooperative" section of the Minnesota Statute, M.S. 123A.21. NJPA is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.
- A.5.1.2. NJPA Program. Office, School, and Other Workplace-Related Supplies and Services offered for sale by Staples to NJPA members that are included in the NJPA Program pursuant to RFP award #010615 as amended from time to time or any future equivalent IFB/RFP for office supplies awarded to Staples.

- A.5.1.3. Products. All items included in the NJPA Program that Buyer purchases or may purchase from Staples.
- A.5.1.4. Staples Advantage contains approximately 500,000 items that will be included into one statewide contracts. SW180 Office Supply Products.
- A.5.1.5. Approximately 250,000 of these items are to be blocked. The Blocked items are those identified as State Use Items, OK Correctional Industry Items, and other Statewide contract items. A current list of these items will be provided by the state and incorporated in this agreement. These items will be updated and maintained by Staples with state oversight.

A.6. Buyer Representations and Warranties. Buyer hereby represents and warrants that:

- A.6.1.1. It is a governmental entity as defined in Minnesota Statute 471.59.
- A.6.1.2. It is an NJPA member and will maintain its NJPA membership during the Program Agreement Term;
- A.6.1.3. It has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- A.6.1.4. As a member of NJPA, Buyer may participate in the NJPA Program, provided, however, Buyer acknowledges that is (i) will be bound in all respects by the terms and conditions of the NJPA Agreement and terms and conditions of this Program Agreement.

A.7. Prices. Prices for Products are available at the time of purchase on Eway/StaplesAdvantage or as otherwise provided by the NJPA Program.

- A.7.1.1. Prices for Products are available at the time of purchase of the Staples's provided State of Oklahoma Purchasing Portal or SciQuest enabled contract (and any authorized agent or successor entity to SciQuest) or as otherwise provided by the NJPA Program.
- A.7.1.2. The State of Oklahoma entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable state agencies and when applicable political subdivisions, to access a central online website to view and/or shop the goods and services available from existing Statewide contracts. The central online website is referred to as the Oklahoma Marketplace.
- A.7.1.3. Staples shall either upload a hosted catalog, or integrate a punchout site to the Oklahoma Marketplace as directed by the State.
- A.7.1.4. Buyer's Core List. Buyer's Core List is comprised of certain items offered under this Program Agreement. The Parties agree that Buyer's Core List (Attachment #1) has been priced at the same or lower than the NJPA ceiling prices set for the NJPA Program.
- A.7.1.5. Core List Pricing: Those items listed on the "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by NJPA and its members. Prices for Core List Pricing items shall be fixed during each calendar year period, January 1st to December 31st, and such prices shall be updated effective January 1st each year. Staples may request a price change adjustment for Core List items by submitting to NJPA thirty (30) days prior to January 1st a price change addendum. After that date, if there have been industry wide price adjustment announcements, and or an indices reported increase suppliers may request an increase in the same amount as the announced increase.
- A.7.1.6. Hot List Pricing: Those items listed on the "Hot List" file that represents aggressively priced products whose cost of acquisition may be sensitive to changing market conditions. These items may include, but are limited to, paper, paper related items, and petroleum based products.
- A.7.1.7. Staples may request a price change adjustment for Hot List Pricing items by submitting to NJPA, no more than once a calendar quarter, a request for price adjustment(s). After that date, if there have been industry wide price adjustment announcements, and or an indices reported increase suppliers may request an increase in the same amount as the announced increase. These requests for price increases must include documentation from the applicable manufacturers or indices of the price increases.

A.8. Incentives. Buyer agrees that in lieu of receiving the standard annual NJPA volume rebate, Staples shall pay Incentives equaling 5% of the total Prime Vendor Contract Sales, defined as sales to the State of Oklahoma under this Program Agreement, as described below.

- A.8.1.1. Contract Management Fees
- A.8.1.2. As empowered by State Statute §85.33 (A) (B), the Office of Management and Enterprise Services will access a contract management fee of one percent (1)% of the total Prime Vendor contract sales to all governmental entities. The PrimeVendor shall remit payment of the fee on a quarterly basis in conjunction with

the monthly sales report. The fee amount is not to be invoiced to any contract users, either as an item or on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.

A.8.1.3. The Prime Vendor shall make payment by company check to OMES-Central Purchasing Division by the 15th of every month following each quarter. To ensure the payment is credited properly, the Supplier must identify the check as "Contract Management Fee" and included the following information with payment: SW180, Office Supply Products.

A.8.1.4. Checks are to be mailed to the following address:

Office of Management and Enterprise Services (OMES)
Agency Business Services
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105

A.8.2. Staples will pay Buyer a Purchase Incentive of 4% of total Prime Vendor contract sales annually. Payment of the incentive rebates paid hereunder is contingent upon Buyer paying all invoices within the agree-upon payment terms.

B. ADDITIONAL TERMS. THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ARE HEREBY ADDED TO THE TERMS AND CONDITIONS OF THE PRORAM AGREEMENT:

B.1. Conflict

In the event of conflict between this Program Agreement and the NJPA Agreement, the terms and conditions of this Program Agreement shall control.

B.2. Contract Modification

The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written contract Modification, signed by the State Purchasing Director. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written contract Modifications, shall be void and without effect, and the contractor shall be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

B.3. Applicable Rule

This addendum shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, and all other terms and conditions listed or attached herein. —all of which are made part of this addendum.

B.4. Addendum Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a supplier submits as part of or in connection with are public records and subject to disclosure. Suppliers claiming any portion of this addendum as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

B.5. Legal Contract

The Contract resulting from this addendum will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

B.6. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the

Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

B.7. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Office of Management and Enterprise Services. EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/QSF/documents/isd_its.doc.

B.8. Tax Exemption

State agency acquisitions are exempt from Oklahoma sales taxes.

B.9. Audit and Records Clause

B.9.1.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

B.9.1.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

B.10. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

B.11. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

B.12. Termination for Cause

1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

B.13. Termination for Convenience

1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

B.14. Insurance

The supplier awarded the Contract shall obtain and retain insurance, including workers' compensation, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with

evidence of such insurance and renewals.

B.15. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

B.16. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007:

By submitting an offer for services, the supplier certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

B.17. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

B.18. Ordering

Any supplies to be furnished under this contract shall be ordered by issuance of written purchase order by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations will be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of a conflict between a purchase order and this contract, the contract shall have precedence.

B.19. Authorized Users.

All State Departments, Boards, Commissions, Agencies and Institutions are authorized users of this contract. 74 O.S. § 85.12 states Counties, School Districts and Municipalities can make use of statewide contracts.

B.20. State Purchasing Card.

Supplier must accept the State of Oklahoma Purchase Card (P-CARD).

Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total amount of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within 2 business days of the charge.

B.21. Contract Usage Report Requirements.

Reports shall provide line item description and pricing along with total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities.

Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be submitted in Excel format and shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited. Usage Reports may be delivered via the following address:

Email – strategic.sourcing@omes.ok.gov

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

Usage Reports shall be submitted in the Excel format, in CP-92 form available on OMES website.

This Participating Addendum and the NJPA Master Agreement together with its exhibits, set for the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NJPA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum of the NJPA Master agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NJPA Master Agreement and its exhibits shall prevail and

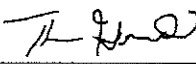
govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Oklahoma

Contractor: Staples Advantage

By: 

By: 

Name: Ferris Barger
Title: State Purchasing Director

Name: Thomas Heisroth
Title: SVP, Staples Advantage Sales

Date: 3 Aug 2015

Date: Jul 29, 2015