

Overview

Corporate Express was acquired by Staples in July 2008. This change has been reflected on the contract effective 6/23/09 as follows: Staples Contract & Commercial dba Staples Advantage – the new vendor number: 043390816-01. All other information is unchanged.

The primary emphasis of this non-exclusive, statewide catalog contract is “just in time” delivery of general office supplies required by state agencies in the fulfillment of their daily operations. It is intended to expedite the purchase and delivery of the majority of typical immediate office supplies requirements.

Bulk Quantity Ordering – this provision is included primarily for those State agencies with dedicated warehouses to sustain normal operations for as long as thirty (30) days. Prices are the same as just in time (JIT), but with an increased delivery period. State agencies and other approved entities will retain the opportunity to place for bidding, any "large/bulk" quantity of any core or non-core items that are eligible for purchase under the contract agreement, as deeper discounts may be achievable through a competitive bid process.

The Office of State Purchasing is the sole authority in any changes, modifications, amendments, alterations, clarifications, prices, specifications, terms and conditions of the contract.

Delivery:

Normal delivery is **1 – 3 business days**. Staples Advantage will provide JIT (just-in-time) next day delivery on most orders. On large/bulk line item quantities the contractor will be expected to provide a reasonable quantity within the three (3) business days but will have a total of fifteen (15) business days to completely fill the applicable line item(s) on the order

Order Fill Rate:

The Contractor shall maintain a monthly fill rate of at least 95% on all orders. Line items that are reordered, back-ordered, or partially filled are not considered filled line items when calculating the order fill rate. The order fill rate is the percentage of total orders that have all lines filled.

Order Fill/Kill:

The contractor shall provide either a “bill complete” invoice (a single invoice per purchase order regardless of the number of shipments required to complete the order) or “bill by shipment” invoice (receiving one bill per delivery) at the discretion of the agency at the time of account setup.

Back Orders:

The Contractor shall notify the agency within 48 hours of any item on the order that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back order item(s).

Substitutions:

Only brands and product numbers stated in the core items list and the balance-of-the-line products that are included in the state approved contract catalog are approved for delivery under this contract. Any substitutions shall receive prior written approval of the Director of Purchasing or designee.

Receiving and Invoicing Documents:

The packing slip (receiving report) and the invoice will match each other in that both will have the identical primary information required in order to accommodate ease of reconciling for payment of orders. The contractor shall maintain a monthly invoicing accuracy rate of at least 95% on all invoices processed. Invoices that are credited for returns due to any agency error are not to be counted as inaccurate on the contractor's part.

Product Returns:

A. Contractor shall arrange for the return of all defective, outdated and/or damaged products, and/or duplicate shipments received by the Agency within thirty (30) days of receipt of the order. The Contractor shall not charge a restock or a pickup fee for such. No more than five (5) returns are permissible per 100 orders delivered per month.

B. The Agency shall coordinate with the Contractor to arrange for the return of products ordered in error. The agency may be responsible for shipping charges and a restocking fee not to exceed 15% of the actual sale price of the item, if applicable, returned products must not have been used, in the manufacturer's original packaging container, and include all manufacturer's original packaging container, and include all manufacturer's packaging and instructions in good condition.

C. All returns described above may be executed within thirty (30) days of receipt of order. The Contractor shall issue a return authorization within seven (7) days of notification by agency. The Contractor shall promptly credit the invoice and issue a credit notification to the affected agency.

Non-Exclusivity:

This is a **Non-Exclusive** Contract, and shall not in any way preclude Agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

If this catalog contract will not satisfy your office supply needs, then you must follow established purchasing procedures to obtain products. Permission to bypass this contract is not required from the Office of State Purchasing.

Training:

Training relative to E-Way is available through Staples Advantage. Contact Staples Advantage for customized reports and services. In-house inventory management consulting services are offered by Staples Advantage at no additional charge.

Exclusions

*** * Exclusions from this contract are individual items with a net discounted price over \$1000.00 and air cleaners, backrests, break room supplies, cleaning supplies and equipment, data storage (USB flash drives), healthcare, light bulbs, paper, printers/copy/fax, projectors (digital), safety, shredders, telephones, and wastebasket can liners.**

* State agencies should refrain from utilizing the Office Supplies Contract for furniture purchases per Memorandum OSP 05-04, which was dated and disseminated November 15, 2004. Refer to the Office of State Purchasing Website under Furniture Contracts at <http://www.doa.louisiana.gov/osp/contracts/furniture/contrs.htm> for a listing of available furniture contracts.