

**STAPLES CONTRACT & COMMERCIAL, INC - MASTER AGREEMENT MA-201705
FOR OFFICE SUPPLIES, PAPER, TONER, ERGONOMIC ITEMS & JANITORIAL
SUPPLIES
MASTER AGREEMENT USER INSTRUCTIONS**

These User Instructions are provided for the Office Supplies Master Agreement with Staples Contract & Commercial, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide office supplies, copier paper, toner, ergonomic items & janitorial supplies to the judicial branch. Please carefully review these User Instructions.

Judicial Council Staff Contact Information: <i>Bill Hardin</i> Bill.Hardin@jud.ca.gov or 916-263-1920
Name of the Contractor(s) and contact person information: <i>Staples Contract & Commercial, Inc</i> <i>DBA Staples Business Advantage</i> <i>Brian Allen, Strategic Account Leader</i> Brian.Allen@Staples.com 925-260-3078
Goods/Services: <i>Office Supplies, Copier Paper, Toner, Ergonomic Items and Janitorial Supplies</i>
Entities eligible to procure under the Master Agreement: <i>California superior or appellate courts, the Judicial Council of California, and the Habeas Corpus Resource Center</i>
Contract Number: <i>MA-201705</i>
Contract Term <ul style="list-style-type: none">• <i>Effective Date: 10/1/2017</i>• <i>Initial Term: 1 year</i>• <i>Initial Term Expiration Date: 9/30/2018</i>• <i>Options to Extend: 4 one-year options</i>• <i>Final Expiration Date: 9/30/2022</i>

1. Process

- (i) Any Judicial Branch Entity (JBE) may place individual orders for office supplies, paper, toner, ergonomic items and janitorial items pursuant to this Agreement. Orders will be placed by issuing a Purchase Order. A "Purchase Order" is defined as an ordering document used by a JBE to place an order for Goods under this Agreement. The form

and format of an ordering document may vary. All Purchase Orders will reference this Agreement. The terms and conditions of this Agreement are applicable to all Purchase Orders, regardless of the ordering document or the ordering process selected.

- (ii) A Purchase Order placed by a JBE constitutes and will be construed as a separate independent contract between Vendor and such JBE, and such contract will be subject to and incorporate the terms and conditions of this Agreement, subject to the following: any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter any term or condition of this Agreement as it relates to a Purchase Order will not be deemed part of such contract.
- (iii) The JBE placing the Purchase Order will be responsible for the receipt and acceptance of (as well as payment for) all Goods under such Purchase Order.
- (iv) Each JBE placing a Purchase Order will include the name of a JBE contact person in the Purchase Order ("Purchase Order Project Manager"). Vendor shall contact the Purchase Order Project Manager regarding questions on any Purchase Order or payment status of any Purchase Order.
- (v) After a Purchase Order has been issued to Vendor by a JBE, Vendor shall provide the JBE with acknowledgement of the Purchase Order within one (1) business day of receipt. The acknowledgement shall be submitted by facsimile or email, regardless of what method is used to place the order, and shall include: the goods ordered in the Purchase Order and approval of the Purchase. The Purchase Order is not binding until Vendor provides acknowledgement of the order and the quote for goods, to the JBE placing the order.
- (vi) Shipping and delivery costs, if applicable, shall be included in Vendor's prices in Exhibit 1 - Pricing Sheets. Vendor shall not invoice the JBEs separately for shipping or delivery costs. All deliveries shall be made F.O.B. destination, with freight prepaid by Vendor. Vendor shall bear the risk of loss or damage to the Goods until Vendor delivers the Goods to the JBE's place of business and, if specified by the JBE, the inside delivery location indicated on the Purchase Order.
- (i) JBE's may order via Staples Business Advantage's nationwide toll-free number (877)826-7755 or on-line orders can be placed at StaplesAdvantage.com.

2. Create Purchase Order

The court should create a purchase order in the Phoenix system to place an actual order for the goods listed and to encumber the funds. The Header Text of the purchase order should include language such as "This purchase order is for the purpose of ordering office supplies, paper, toner, ergonomic items and/or janitorial supplies against the Judicial Council Master Agreement No. MA-201705."

3. Miscellaneous Information

- (i) A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>.
- (ii) Please contact Bill Hardin of the JCC if your court has issues or concerns that cannot be immediately or easily resolved.
- (iii) Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.

4. Contract Terms and Conditions

The court should review the entire contract and contact Bill Hardin if there are any questions. Bill can be reached at 916-263-1920 or Bill.Hardin@jud.ca.gov.

5. Compensation Provisions

See Exhibit 1 –Pricing for pricing details.

6. Reports

Staples will provide the JCC Project Manager with bi-annual reports which provide a summary, by JBE, of the products and services ordered and including the total value ordered during the quarters reported and also for the fiscal year.

Staples Business Advantage offers many reporting capabilities that can be provided to individual JBE's upon request from the Strategic Account Leader.