

## How to Use the Office Supplies, Recycled Paper and Envelopes Statewide Contract

Contract #: OFF36

Contract Duration: 01/01/2014 to 12/31/2016

MMARS #: OFF36\* - Options to renew: until 2018

Contract Manager: Maryellen Osborne 617-720-3139

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This contract contains: **Supply Diversity Office Certification (SDO), Supplier Diversity Program (SDP), and Environmentally Preferable Products Program (EPP)**

**Last Change Date: 01/21/14**

### Contract Summary

The Office Supplies, Recycled Paper and Envelope statewide contract includes office supplies, recycled paper and envelopes consisting of the following three (3) categories and the respective awarded vendors in each:

#### Category 1 – Office Supplies

- New England Office Supplies
- W.B. Mason

#### Category 2 – Recycled Paper

- Lindenmeyr Munroe
- xpedx

#### Category 3 – Recycled Plain and Printed Envelopes

- Bay State Envelope

Most of the paper and envelope products contain a minimum of 30% post-consumer recycled content which complies with the federal and state requirements. In addition, many of the office supplies are environmentally preferable and will be designated as such in the vendor catalogs. See the Environmentally Preferable Purchasing (EPP) section below for additional information. For the most up to date, accurate and complete listing of contractors and related pricing information please refer to the “Vendor” tab of Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)).

## Benefits and Cost Savings

The market basket represents 976 items that have been determined to represent the largest amount of spend under the previous contract and therefore the SSST has asked for the deepest discount on these items. Since this market basket list of 976 items represents the best value, please purchase these items first whenever possible. The non-market list represents categories and then the discount off that category.

## Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

### Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Pricing and Purchase Options

**Purchase Options:** Purchases made through this contract will be direct, outright purchases.

All Vendor cost files are posted on the Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)) website, please see below “Summary of Where to Obtain Important Contract Information” to locate related contract files.

To ensure that you are being offered statewide contract pricing, the user should identify and reference the contract number OFF36 when placing an order. **Referencing the statewide contract is important even when repeat orders are being placed.**

Contract users should review all invoices received from the Vendor(s) to ensure that the invoice pricing agrees with the Vendor(s) cost sheet found on the Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)) website under the “Vendor” tab. If there are discrepancies the user should contract the Vendor(s) for resolution. If a resolution cannot be reached, the user should contact the Strategic

Sourcing Services Lead, Maryellen Osborne, through email at: [Maryellen.Osborne@state.ma.us](mailto:Maryellen.Osborne@state.ma.us) explaining the issue.

## Restrictions for Category 1 - Office Supplies

The following items are allowed only in limited quantities from category 1 – Office Supplies: copy paper and unprinted envelopes. Limited quantities are defined as 5 or less cases.

The purchase of the following items are **not** allowed under this contract as there are more appropriate statewide contracts that must be used as listed below:

- Office Furniture (ex: desks, chairs, tables, mobile or cube furniture) **OFF20**
- Printer, Copier and Fax Toner cartridges or bottles (name brand or remanufactured) **OFF32**
- Janitorial cleaning and related supplies **FAC59**

Awarded vendors are authorized to only provide those items and/or quantities of products that are covered by this contract. Vendors are not allowed to provide products that are not on the approved product list. This list is in a spreadsheet format and is located in Comm-PASS.

It was discovered that agencies were misusing the OFF28 contract so we have instituted processes to capture this information early and to rectify it immediately. Please only use this contract for the items listed in the spreadsheet in Comm-PASS. If you are unsure please email me at [Maryellen.Osborne@state.ma.us](mailto:Maryellen.Osborne@state.ma.us).

## Catalogs

Vendors must supply a copy of their standard catalog at no additional cost to any Eligible Entities who requests it during the life of the Contract. It is understood that this catalog will contain retail pricing and may include items which are **not available** under the Contract.

However, OSD highly encourages the use of Comm-PASS and the vendor's website only rather than a catalog.

## Product Substitutions for Discontinued Items

Orders must be filled as submitted unless the item has been discontinued by the manufacturer and is not available for shipment. If that is the case, the Eligible Entity's approval of any proposed substitute product is required prior to shipping the order. The replacement item must be of equal or better quality at an equal or lower price. If the substitute item is less expensive, that must be reflected on the invoice. If samples are available and requested by the Eligible Entity the vendor

should provide the item at no additional charge. If the vendor must charge a fee for the sample the price must be negotiated between the vendor and Eligible Entity.

## Delivery

Delivery must be made at no extra cost to Eligible Entities with all deliveries being FOB destination. F.O.B. destination shall mean inside delivery to the location specified by the Eligible Entity. The vendor shall be responsible for all delivery and unloading of product at no additional cost. All orders will be processed, confirmed and delivered based on established delivery schedules. Should the vendor use an independent business to satisfy delivery requests, it is understood that said vendor accepts responsibility for ensuring the delivery company will coordinate with the contract user on delivery manner. The vendor is also responsible for all violations and penalties if the delivery company is not performing to the terms of this contract. Late deliveries or deliveries that cannot be made within the above guidelines may be canceled at no cost to the Eligible Entity.

## Hours

All deliveries shall be performed during regular working hours, usually 9:00 AM to 5:00 PM EST/EDT Monday through Friday. Delivery at other times is permissible only with the written approval of the Eligible Entity.

## Time Allowed for Delivery After Order Placement

### Category 1

All deliveries must be made within one (1) business day of the order placement, or per a delivery schedule mutually agreed upon by the Eligible Entity and the vendor. The only exception would be delivery to the islands in which case 3 business days will be acceptable.

In the event a vendor cannot deliver within the required time frame indicated above, the vendor must notify the Eligible Entity and work out a mutually acceptable schedule. If the vendor does not contact the Eligible Entity, or if the vendor & Eligible Entity cannot agree on a mutually agreed upon schedule, then you must contact the contract manager by email, because a penalty may be imposed.

## Category 2

All deliveries must be made within two (2) business days of the order placement for stock items and within three (3) business days for non-stock items, or per a delivery schedule mutually agreed upon by the Eligible Entity and the vendor, except as provided below for rolled stock.

All deliveries of white, standard rolled stock must be within three (3) business days of the receipt of the order, unless mutually agreed upon by the Eligible Entity and the vendor.

Deliveries of specialty rolled stock and/or colors must be within fifteen (15) business days of the receipt of the order, unless mutually agreed upon by the Eligible Entity and the vendor.

In the event a vendor cannot deliver within the time frames allowed for this category, the vendor must notify the Eligible Entity and work out a mutually acceptable schedule. If the vendor does not contact the Eligible Entity, or if the vendor & Eligible Entity cannot agree on a mutually agreed upon schedule, then you must contact the contract manager by email, because a penalty may be imposed.

## Category 3

All deliveries must be made within two (2) business days for plain stock envelopes and seven to ten (7-10) business days for printed stock envelopes or per a delivery schedule mutually agreed upon by the Eligible Entity and the vendor. For non-stock plain or printed envelopes delivery must be made in accordance with a delivery schedule mutually agreed upon by the Eligible Entity and the vendor.

In the event a vendor cannot deliver within the time frames allowed for this category, the vendor must notify the Eligible Entity and work out a mutually acceptable schedule. If the vendor does not contact the Eligible Entity, or if the vendor & Eligible Entity cannot agree on a mutually agreed upon schedule, then you must contact the contract manager by email, because a penalty may be imposed.

## Backordering - Category 1

Vendors must automatically deliver all backordered items not in stock at the time of request as soon as the items become available. If a vendor cannot deliver the backordered item(s) within 2 (two) business days of the original date of order or in a time frame mutually agreed upon by the Eligible Entity and the vendor, then the vendor may deliver an equal or better quality item at the same price or lower, of the backordered item within 2 (two) business days. The Eligible Entity's

approval of the backorder replacement item is required prior to shipment of the item. No additional fees or service charges will be allowed for delivery of supplies on backorder.

### **Order Fill Rate – Category 1 Only**

Vendors must maintain a complete order fill rate of 98% for next day delivery during the term of the contract. In the event that a vendor cannot maintain the fill rate, the vendor must notify the Eligible Entity and work out a mutually acceptable replacement for the items that are not filled. If the vendor does not contact the Eligible Entity, or if the vendor & Eligible Entity cannot agree on a mutually acceptable resolution, then you must contact the contract manager by email, because a penalty may be imposed.

### **Backordering - Categories 2 and 3**

Vendors must deliver backordered items in a time frame mutually agreed upon by the Eligible Entity and the vendor. No fees or service charges will be allowed for delivery of supplies on backorder.

### **Minimum Order Quantities – Category 3 Only**

The minimum order for printed envelopes will be 1 carton.

### **Product Returns**

Vendors must resolve all requests to return non-custom items in original condition within 5 business days. Items will be picked up and credited by the vendors within five business days at no cost to the Eligible Entity. No restocking fees will be charged.

Unapproved substitutions are not allowed under this Contract and if delivered in error must be replaced with the requested items or approved substitutes within 2 business days. No restocking fees will be charged.

All vendors are responsible for insuring that item(s) received that do not meet the written guarantees and/or warranties published by the manufacturer are replaced within 30 days of notification by the department whom purchased the item. Returning of the defective item will be done so at the expense of the supplier.

### **Billing**

Billing must be done at a minimum per order, unless consolidated billing is requested. All Vendors will provide electronic invoices to the Eligible Entities upon request. Vendors may be required to provide consolidated billing, upon request of the Eligible Entity. All invoices must have a separate line item identifying the account and any line item detail requested by the Eligible

Entity for each order and delivery. Prompt Pay Discounts will be based on the receipt date of the consolidated invoice.

## Complaints

It is important that the contract manager is made aware of all unresolved issues with any of the vendors. Ongoing issues can be addressed by the contract manager if you send an email describing the problem and include any backup information that pertains to the problem.

Examples of problems may include, but are not limited to:

- Timeliness of deliveries;
- Sufficient inventory (i.e. fill rates);
- Vendor is selling items that are excluded from this contract;
- And quality of customer service

## Environmentally Preferable Products (EPP)

This contract provides Commonwealth buyers an extensive office supply catalog that contains hundreds of items made with environmentally preferable products (EPP's). EPP's include products and services that:

- contain recycled materials
- conserve energy or water
- minimize waste
- are less toxic and hazardous
- reduce the generation, release, or disposal of toxic substances
- protect open space
- otherwise lessen the impact of such products or services on public health and the environment.

The [EPP program](#) has set minimum standards for vendors to identify EPP's in this contract and encourages buyers to consider purchasing these products. Vendors are required to mark products with an environmental symbol, and have a description of the environmental attribute (e.g., post-consumer recycled content, 3d party certifications, reduced toxic substances, and using less energy/water).

**Please note:** Executive Department Agencies are required to comply with Executive Order 515: Establishing an Environmental Policy by procuring EPP's whenever such products and services are readily available, perform to satisfactory standards, and represent best value to the Commonwealth.

For more information on the EPP's listed in this contract, please view the [Recycled and Environmentally Preferable Products and Services Guide](#)

## Additional Information

Below are some additional contract provisions with which Eligible Entities should be familiar in order to use the contract to full advantage. The Request for Response (RFR) is located under the "Forms and Terms" tab which includes all related contract provisions; the RFR should be reference to ensure that the Vendor(s) are in compliance.

## Vendor List and Contract information for Placing Orders

*Please refer to the "Vendor" tab of Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)) at the bottom of the vendor detail page for pricing attachment for the vendors listed below.*

<p>New England Office Supply 133 Lundquist Drive, Braintree, MA 02184 Account Representative: Patricia Vacca E-mail: <a href="mailto:patv@neosusa.com">patv@neosusa.com</a> Phone: 781-794-8800 x228</p>	<p>Awarded Category 1 - Office Supplies <i>All available discounts are listed below</i></p>
<p>W.B. Mason 59 Centre Street, Brockton, MA 02303 Account Representative: Gregg Manning Email: <a href="mailto:Gregg.Manning@wbmason.com">Gregg.Manning@wbmason.com</a> Phone: 888-926-2766 x. 8273</p>	<p>Awarded Category 1 - Office Supplies <i>All available discounts are listed below</i></p>
<p>Lindenmeyr Monroe 190 Mechanic Street, Bellingham, MA 02019 Account Representative: Scott Ago or Jeff Margolis Email: <a href="mailto:sago@lindenmeyr.com">sago@lindenmeyr.com</a> or <a href="mailto:jmargolis@lindenmeyr.com">jmargolis@lindenmeyr.com</a> Phone: 800-237-2737</p>	<p>Awarded: Category 2 – Recycled Paper and Category 3 – Recycled Plain and Printed Envelopes. <i>All available discounts are listed below</i></p>



<p>xpedx 613 Main Street, Wilmington, MA 01887 Account Representative: Bob Horne Email: <a href="mailto:robert.horne@xpedx.com">robert.horne@xpedx.com</a> or <a href="mailto:Neprint.cs@xpedx.com">Neprint.cs@xpedx.com</a> Phone: 877-263-0896</p>	<p><b>Awarded: Category 2 – Recycled Paper</b> <i>All available discounts are listed below</i></p>
<p>Bay State Envelope 440 Chauncy Street, Mansfield, MA 02048 Account Representative: Caitlin Menoche Email: <a href="mailto:CMenoche@baystateenvelope.com">CMenoche@baystateenvelope.com</a> Phone: 508-337-8900</p>	<p>Awarded: Category 3 – Recycled Plain and Printed Envelopes. <i>All available discounts are listed below</i></p>

### Available Discount Information for Category 1 Office Supplies

	NEOS	WB Mason
Prompt Pay Discount (PPD) % - 30 days	3%	5%
Prompt Pay Discount (PPD) % - 20 days	3%	5%
Prompt Pay Discount (PPD) % - 15 days	3%	5%
Prompt Pay Discount (PPD) % - 10 days	5%	5%
Volume Purchase Discount (VPD) %		
\$500-\$1000		
\$1000-\$1999	2%	
\$2000-\$3499	3%	1%
\$3500 +	5%	1%
Dock Delivery Discount (DDD) %		
	5%	5%

Eligible Entities are encouraged to plan for larger orders rather than more frequent small orders whenever this is practical. Making larger and less frequent orders is also more energy-efficient and can cut down on packaging required.

### Available Discount Information for Category 2 & 3 Recycled Paper and Envelopes

Price files for each Vendor(s) in awarded Categories 2 and 3 are available on the Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)) website under the “Vendor” tab as attachments at the bottom of the vendor detail page. If an item is not on the price file, contact the vendor(s) to obtain quotes.

Below are the discounts offered by Vendors under Categories 2 and 3:

	Category 2 - Paper	Category 2 - Paper	Category 3 – Envelopes
	Lindenmeyr Munroe	Xpedx	Bay State
Prompt Pay Discount (PPD) % - 30 days	1%	1%	1%
Prompt Pay Discount (PPD) % - 20 days			1%
Prompt Pay Discount (PPD) % - 15 days			1%
Prompt Pay Discount (PPD) % - 10 days			1%
Volume Purchase Discount (VPD) % on orders over \$5000	.5%		1%
Dock Delivery Discount (DDD) %	2%		4%

## Strategic Sourcing Services Team Members

Ian Bain	Department of Public Health
Karen E. Glass	Department of Developmental Services
Gladymar Parziale	Operational Services Division
Glenn Kendall	Operational Services Division
Marcia Deegler	Operational Services Division
Julia Wolfe	Operational Services Division
Mark Rousseau	Executive Office of Labor & Workforce Development
Barbara Picardi	Department of Revenue
Keris Akins	Department of Revenue
Mariange Roberts	Department of Corrections

## Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS ([www.comm-pass.com](http://www.comm-pass.com)) website, click on “Contracts” then search by document number OFF28 to locate the following contract information:

Contract User Guide	“Forms & Terms” tab
Request for Response (reference document)	“Forms & Terms” tab
Contract Pricing	“Vendor” tab
*How to Order	“Vendor” tab

\*How to Order website guidance documents will only be found under Vendors New England Office Supply and W.B. Mason as an attachment at bottom of page.