

EXHIBIT A

Sourcewell Contract #070924-SCC

With Exhibits



SOURCEWELL CONTRACT #070924-SCC

OFFICE SUPPLY AND WORKPLACE SOLUTIONS CATALOG

Contract Owner – Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. www.sourcewell-mn.gov

Contract Term – February 3, 2025 – February 2, 2029 (three 1-year optional extensions possible)

Sole Awardee - Staples Contract & Commercial LLC operating as Staples

Products Included – Office Supplies, Toner/Ink, Paper, Technology, Facilities, Safety, Pack & Ship, and Transactional Furniture. Also, Custom Print, Promotional products, Digital Copy, and specials plus additional non-stock or custom items included as “Sourced Goods”. Lease/service contract options for Coffee and Water are also included in this offering.

Pricing:

- **Core List**
 - The prices for Core List Items, excluding Premium Products, may be updated biannually on August 1st and February 1st of each year during the term that this contract in effect.
 - The prices for Premium Products may be updated quarterly of each year during the term that this contract in effect. Premium Products are defined as toner, ink, IT hardware, copy paper and furniture that Members purchase from Vendor.
- **Non-Core Items.**
 - Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary Non-Core Items are not subject to customer audit, or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in Section 4.
 -
- **Sourced Goods**
 - Sourced Goods. Members may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Vendor and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.

“This document is intended as a reference only and is not an official contract document. Please contact your **Local Staples Representative** with any questions pertaining to this contract.”

- **Print & Copy Program Pricing (See contract Exhibit 2)**
 - Staples is pleased to offer a Print and Copy program to all Sourcewell participating Members as part of this agreement. The Staples program is based off the StaplesAdvantage.com Print Platform, where the preferential pricing is built systemically into the job builder online.
- **Promotional Products Pricing (See contract Exhibit 3)**
 - Staples proposes that pricing for ASI (Advertising Specialty Institute) products ordered on our Staples Promotional Product ordering system referred to as Linc (or its successor), be governed by the terms in this Exhibit. Staples may update product and pricing for Promotional Products by submitting a request to Sourcewell no more than once a calendar quarter.
- **Technology Products. (See contract Exhibit 4)**
 - Prices for technology items provided to participating Members under the Staples Technology Solutions ordering system, referred to as Sequoia, shall be priced at the then current List Price and may be subject to discount.
 - Discounts will only be applicable to pricing displayed on Staples Technology Solutions' ordering platform — orders.staplestechnologiesolutions.com
 - Items that do not have an established MSRP including CTO (configure to order) and BTO (build to order) shall be quoted at the time of purchase.

Custom Pricing, Rebates, & Incentives; Other Terms –

- Supplier may offer additional pricing discounts, rebates and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, Participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Supplier.

Tier One Diversity Program.

- -Supplier's Tier One Diversity Reseller Program is available to Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase Products hereunder from a diverse reseller participating in the program. Sourcewell acknowledges that the diverse reseller's pricing to Participating Entities may be higher to reflect the services provided by the diverse reseller.

Minimum Order –

- Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.

Delivery –

- Vendor's standard shipments will be F.O.B. Member's location in the forty-eight (48) contiguous United States.
- Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as noted on Vendor's e-commerce platform. (see contract document under PREMIUM DELIVERY OPTIONS)

"This document is intended as a reference only and is not an official contract document. Please contact your **Local Staples Representative** with any questions pertaining to this contract."

Payment Terms

- Staples' standard payment terms are Net 30 days. Each participating Member will remit all invoice payments, including all taxes on its product purchases to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and Member.

Retail Stores –

- **Buy Online / Pick-up in Store** - Participating Members can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows your users to buy within your established purchasing program, with your contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.
- **Print to Store** - Participating Members can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black & white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for your employees' printing needs. Print to Store bills directly to your Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for your remote and traveling employees.



Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Office Supply and Workplace Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective on February 3, 2025.

EXPIRATION DATE AND EXTENSION. This Contract expires February 2, 2029, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information. Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and the Participating Entity with reference made to this Contract. These affiliates

include, but are not limited to HiTouch Business Services LLC, and Southwest School & Office Supply.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

Supplier will use commercially reasonable efforts to ship Products ordered by Participating Entities before 3:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Participating Entity will be notified of a delay and Supplier will deliver the delayed Product as promptly as commercially practicable. Supplier will treat delayed orders as active until Participating Entity contacts Supplier and provides other instructions. Supplier's standard shipments will be F.O.B. Participating Entity's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as

noted on Supplier's e-commerce platform. Title and risk of loss for the Products will pass to Participating Entity at the time the Products are delivered to Participating Entity. Eligible products purchased online and picked up at a Supplier retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Participating Entity's Invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Participating Entity, if applicable. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Supplier will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. Shipments to Alaska or Hawaii may be subject to a 25% surcharge. Additional terms and fees for shipments to certain locations (including, without limitation, Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands) are set forth in Supplier's proposal.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this contract are set forth in **Exhibit 1**.

The prices for Core List Items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Supplier may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and Deviated Products that Participating Entities purchase from Supplier. “Deviated Products” is defined as Products for which Seller receives special pricing from the manufacturer specifically for Sourcewell.

Extraordinary Market Events. Supplier reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Supplier will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible.

Updated Items. For purposes of contract management, Supplier may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Supplier and Sourcewell have added, as well as SKU numbers for

items that have been removed from the from the Core List. Supplier may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

Custom Pricing; Rebates & Incentives; Other Terms. Supplier may offer additional pricing discounts, rebates and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, Participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Supplier.

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

Sourced Goods. Participating Entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Supplier and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.

Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print Services
- Exhibit 3 – Staples Promotional Products
- Exhibit 4 – Staples Technology Solutions

Tier One Diversity Program. Supplier's Tier One Diversity Reseller Program is available to Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase Products hereunder from a diverse reseller participating in the program. Sourcewell acknowledges that the diverse reseller's pricing to Participating Entities may be higher to reflect the services provided by the diverse reseller.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's

authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including, for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Supplier's standard credit requirements. Supplier also reserves the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Supplier, Supplier reserves the right not to sell products and services under multiple agreements to that Participating Entity.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be

negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Supplier reserves the right to terminate a purchase order pursuant to which a Participating Entity requests or demands services to be performed not enumerated by the terms of this Contract.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities,

pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was Invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcewell and Supplier, and except as stated below, Supplier will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Supplier will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales.

Net Sales is defined as the gross sales price of the Products purchased pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel.

Market Priced Items are defined as cash equivalents (e.g. gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the

end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require the execution of a confidentiality agreement prior to receiving access to any records.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. This Section shall not apply to Supplier's delivery, installation, design, repair, or refurbishment obligations hereunder, which Supplier may subcontract to reasonably qualified third parties.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS, LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Neither party nor its officers, directors, employees or Affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data, or cost of cover, even if the party alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone

policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional Insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending

Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

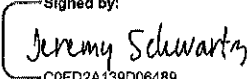
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation. In addition, Supplier may

070924-SCC

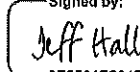
terminate this Contract for any reason (i.e., for convenience) with respect to an individual Participating Entity by delivering not less than 90 days prior written notice thereof to Sourcewell and the applicable Participating Entity.

Sourcewell

Staples Contract & Commercial LLC

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
11/7/2024 | 3:01 PM CST
Date: _____

Signed by:

6EB584E204FD403...

By: _____
Jeff Hall
Title: Chief Financial Officer
11/7/2024 | 2:52 PM CST
Date: _____

RFP 070924 - Office Supply and Workplace Catalog Solutions

Vendor Details

Company Name: Staples Contract & Commercial LLC
Address: 500 Staples Drive
Framingham, MA 01720
Contact: Sandy Long
Email: sandy.long@staples.com
Phone: 404-510-9974
HST#: 04-3390816

Submission Details

Created On: Thursday May 16, 2024 06:53:27
Submitted On:
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #:
Submitter's IP Address:

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Staples Contract & Commercial LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	HiTouch Business Services LLC and Southwest School and Office Supply are affiliates of Staples Contract & Commercial LLC, and wholly owned subsidiaries of Staples, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Staples Contract & Commercial LLC is a wholly owned subsidiary of Staples, Inc. Our Contract & Commercial division supports our business-to-business customers with all the products and services we offer. Our lines of business names include: • Staples Business Advantage • Staples Advantage • Staples • Staples.com • Staples Business Credit • Staples Facility Solutions • Staples Promotional Products • Staples Furniture Solutions • Staples Technology Solutions • Staples Pack and Ship Solutions • Staples Installation Services • Staples Print and Marketing Services
4	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702
5	Proposer website address (or addresses):	www.StaplesAdvantage.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeff Hall, Chief Financial Officer 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-5000 Email: Jeff.Hall@Staples.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sharon Burgess, Strategic Account Director – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (813) 469-7266 Email: Sharon.Burgess@Staples.com
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Landis, Area Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (571) 695-9856 Email: Jeremy.Landis@staples.com Adam Moriarty, Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-2531 Email: Adam.Moriarty@Staples.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Staples was founded in 1986 by Tom Stemberg, who was inspired to create an office supply superstore after struggling to find a printer ribbon during a holiday. The first store was opened in the Brighton neighborhood of Boston. Since then, Staples has grown significantly, both organically and through acquisitions. By 1989, there were 23 retail stores nationwide. In 1993, we launched Staples Contract & Commercial to focus on the needs of the business-to-business market. In 2008, we acquired Corporate Express, further expanding our capabilities in the business-to-business market. In 2017, we became a private company when we were acquired by Sycamore Partners. Our core values include embracing diversity, sustaining the environment, giving back to our communities, and practicing sound ethics. We believe that doing business right is the key to doing business well. Our business philosophy is to make our customers' jobs easier through our expertise in product selection, fulfillment, customer service and account management. We offer a wide selection of products and services specially curated for our customers' unique needs, and we provide easy online ordering and fast, reliable delivery. We have been in the industry for 38 years, providing a range of products and services beyond the paper, ink, and toner we're known for. We are experts in technology and conferencing equipment, cleaning products, furniture, and breakroom items like snacks and coffee. We also provide comprehensive print management programs and promotional capabilities. Our industry longevity and experience have allowed us to develop industry-specific solutions and best practices for all our customer sectors, including financial services, consumer products, business services, manufacturing, government, healthcare, media, telecommunications and utilities.

10	What are your company's expectations in the event of an award?	Upon award, Staples would continue to build on our long-standing partnership with Sourcewell by continuing to provide member-specific solutions for value, efficiency, and savings to new and existing Sourcewell participating entities. Our goal is to introduce many new Sourcewell participating entities to the benefits that our Sourcewell-awarded contract offers. We will continue to be a proven partner and resource for your participating entities by providing industry intelligence, advice and research collateral to further supplement the products and services we offer. With the implementation of our dedicated Public Sector sales teams, the expectation would be to increase value creation and contract utilization with Sourcewell participating entities.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to fulfill its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 - Staples Financial Stability for Staples' 2023 financial information and current bank and trade references. Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Staples requests that Sourcewell notify Staples prior to any proposed or intended disclosure of this information.
12	What is your US market share for the solutions that you are proposing?	The industry remains highly fragmented with more than 2,000 competitors -- we estimate that our market share is less than 10% in the United States. Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. Staples' response to question 12 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq.
13	What is your Canadian market share for the solutions that you are proposing?	As the industry leader, Staples Professional has significant share of the total market across many specific categories (office supplies, print and promo, technology, facility solutions, etc.) in Canada, and leverages extensive buying power and scale to continually offer customers the lowest total delivered cost. Staples Professional has established a strong leadership position in this industry by delivering quality products, an exceptional customer service model, innovative procurement programs and a relentless drive to make more happen for customers.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never filed for a bankruptcy action.
15	How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: • Tier 1 and some Tier 2 Diversity Programs may be subcontracted to one of our diversity reseller partners. Our diversity resellers hold varying certifications depending on their business classification and location. • Certain types of print services and promotional products may be subcontracted to our network of qualified strategic suppliers. • Some product lines, such as janitorial and breakroom may involve service, repair and installation functions that may be subcontracted to our installer network. • Staples uses third-party vendors to perform some services, such as using UPS or local couriers to make deliveries, but we do not consider these to be subcontractors. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past ten years.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Thanks to the collaborative effort of our leadership team and our associates, Staples continuously receives rewards and accolades for our service and corporate responsibility. Here is a sampling of the many awards we have received: COMPANY RANKINGS #73 on Forbes America's Largest Private Companies list for 2023 #68 on National Retail Federation Top 100 Retailers list for 2023 ENVIRONMENTAL AWARDS & RECOGNITIONS - Staples scored a 50 rating overall in our most recent EcoVadis assessment, which earned us a bronze medal - Staples received a B rating for the Carbon Disclosure Project's (CDP) 2023 assessment DIVERSITY AWARDS & RECOGNITIONS - Recipient of the prestigious WBENC America's Top Corporation for Women's Business Enterprise Award for 2024 - Score of 80 on the 2023 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees - Named one of the 2021 Best Places to Work for LGBTQ Equality by the Human Rights Campaign SUPPLIER AWARDS - CoreTrust "Supplier Award – Most Collaborative Partner" (2024) - HealthTrust Supplier of the Year (2019)
19	What percentage of your sales are to the governmental sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$167M in state and municipal government sector sales annually under our Sourcewell awarded contracts.
20	What percentage of your sales are to the education sector in the past three years	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$173M in education sector sales annually under our Sourcewell awarded contracts.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples holds the following national public sector cooperative contracts: - Sourcewell - NASPO ValuePoint - NPP Gov - E&I - BuyBoard Staples holds numerous state office products purchasing contracts throughout the U.S., including multiple states that have adopted our existing Sourcewell 012320-SCC Office & Related Supplies contract as their state office supplies contract vehicle. Each of these contracts have been awarded to meet the unique requirements of the issuing agencies. Though specific sales volumes are confidential, each of the identified cooperative contracts above have annual sales that range between \$5 million to \$1 billion.
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Staples has the following GSA contracts: 47QSEA19D008T – Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture 47QSCC24D000G – GSA Commercial Platform contract (commercial online marketplace contract) Staples considers specific sales volumes for these contracts confidential.

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name	Contact Name	Phone Number
Hillsborough County Public Schools	Camille Massey, Senior Procurement Officer	(813) 272-4370
University of Colorado	Jenny Casanova, Senior Procurement Manager	(303) 764-3413
County of Sacramento	Zachary Mello, Senior Contract Services Officer	(916) 875-6104

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Hillsborough County Public Schools	Education	Florida - FL	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
County of Riverside	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
County of San Bernardino	Government	California - CA	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
Charter School Department of Education	Education	New York - NY	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M
City of Houston	Government	Texas - TX	Office Supplies and related products and services	Staples' sales under this contract are high-volume and low-dollar resulting in thousands of individual transactions for this customer over a 3-year period.	Individual customer sales for the 3-year period fall between \$5M - \$25M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
-----------	----------	------------

25	Sales force.	Staples has a national service footprint and provides sales coverage across the U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 1,800 sales associates dispersed in every major city and market so that we are close to your participating entities and can quickly meet their needs. Please see Attachment 2 for a list of our sales offices nationwide. Recently, we organized our Sales Teams into industry-aligned verticals: Commercial; Public Sector (Government, Education and Non-Profits); and Healthcare. This provides our customers with a partner with expertise in the products, trends, and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with the Sourcewell participating entity's Staples team. Staples understands the Public Sector has its own service needs, requirements and structure. Staples has a dedicated Public Sector organization with senior professionals in key leadership areas that will be assigned to Sourcewell and its participating entities. They include the following: AREA VICE PRESIDENT STRATEGIC ACCOUNTS – PUBLIC SECTOR • Oversees the ongoing management of all Public Sector cooperative contracts • Works with all levels of the sales organizations and customers • Shares best practices based on all related issues and resolutions STRATEGIC ACCOUNT DIRECTOR • Manages and maintains relationships with senior executive team members within cooperative contracts • Develops strategy to inform and train sales teams that support the members of Public Sector contracts • Subject matter expert to their designated vertical customer segment LARGE ACCOUNTS • Business Development Director – Prospective customer's point of contact for contracting and implementation. They identify needs and develop a tailored program for Public Sector customers. Once implemented, they manage the transition to an Account Executive. • Account Executive – Dedicated Member point of contact that oversees ongoing program management. Locally aligned to customers, Account Executives conduct regular business reviews and develop strategies to lower procurement costs and increase compliance. • Customer Success Consultant – Provides targeted support for procurement team and key buyers, ensuring fast resolution to escalated service needs. Serve as a backup when Account Executive is not available. SMALL/MEDIUM ACCOUNTS • Public Sector Business Development Managers – Tasked to bring on board new small-medium sized entities and increasing utilization of participating entities. • Sr. Inside Account Executive – Teams of inside sellers dedicated to education and public entities, trained on their respective vertical and associated cooperative contracts. Since verticalizing this team, small- to mid-sized entities have had double-digit growth. ADDITIONAL RESOURCES • Category Experts – Account support dedicated to facilities, print, promo and technology • Account Specialists – Support to engage with entities that have not made recent purchases • Site Developers – Drive compliance and site penetration for large entities • Sales Engineers – Support to onboard new entities to ensure successful setup In addition, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan.
26	Dealer network or other distribution methods.	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.
27	Service force.	Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 4,800 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 500 customer service associates in our call centers, including representatives who process orders, answer customer emails and provide agent support. Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell participating entities accurately, on time, complete and undamaged. Please see Attachment 3 for a list and map of our fulfillment centers nationwide.

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Staples operates as a distributor/reseller. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals: • Online via our e-commerce ordering platforms • StaplesAdvantage.com Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) Online ordering is simple with StaplesAdvantage.com: • Step 1 – Using our robust Search and Filter features, user can easily find the products they are looking for. User then selects either Delivery or Buy Online Pick Up in Store for the item and adds to cart. • Step 2 – Once items are added to the cart, the user can either review and checkout or continue shopping. • Step 3 – On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order. • Step 4 – When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details. For some categories covered by this contract, the ordering process may include a website other than StaplesAdvantage.com and/or via purchase order. Except for diverse resellers under the Tier One Diversity Program, Staples does not intend to use independent distributors/resellers for this contract. Staples may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement.
----	---	--

29	Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)	MINIMUM ORDER REQUIREMENTS Unless otherwise mutually agreed to by Staples and a Sourcewell participating entity, Sourcewell participating entities shall have a minimum order size of \$35.00 per order. Orders not meeting the minimum will be charged a \$7.99 fee. Purchasers will be notified by an alert in the cart that their order is subject to a minimum order fee and that they can avoid the fee by consolidating small orders. Please note the following additional terms: • Minimum order requirements may apply to special orders, manufacturer-direct orders and sourced products. • For items purchased through the Staples Technology Solutions ordering platform, a minimum order fee of \$250.00 will apply. Orders not meeting the minimum will be charged an \$8.00 shipping and handling fee. • Depending on the scope of the products, minimum order quantities may apply to custom print and promotional items. ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS Industry statistics show the average cost for processing a single order transaction can be as high as hundreds of dollars depending on the organization and payment processing systems. Placing small, frequent orders incurs these costs with each order, which can be significantly reduced by order consolidation. We'll educate Sourcewell participating entities to adopt more efficient behaviors, such as: • Ordering bi-weekly or monthly, instead of weekly or daily • Coordinating ordering with other departments • Determining frequently ordered items and ordering enough for a week • Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders Benefits of order consolidation include: • Reduced order processing costs • Fewer deliveries and invoices to process • Less packaging, label and invoicing paper waste • CO2 savings from fewer truck deliveries INCREASING ONLINE ORDERS The most efficient way for end users to order from Staples is through our e-commerce site or their e-procurement system. An order placed by phone costs participating entities significantly more than an order placed electronically. We'll educate participating entity's end users on online order placement. Benefits include: • Reduced order processing costs • Faster and easier ordering • Fewer ordering mistakes — fewer product returns • Real-time tracking of product delivery status Staples can communicate ordering best practices to their end users during the implementation process and on a continuous basis through client-approved customized flyers, newsletters and emails. ONLINE COMPLIANCE CONTROLS StaplesAdvantage.com also drives program compliance with features like: • The ability to customize their home page with messaging to communicate key program rules (such as minimum order requirements) and guide purchasers to preferred-item shopping lists • Shared or personal shopping lists populated with commonly ordered or preferred core items • Optional spending and approval controls that eliminate inefficient and costly small orders DESKTOP & PREMIUM DELIVERY As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. EXPEDITED ORDERS Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • Furniture • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs RETAIL PURCHASING PROGRAM & IN-STORE PURCHASING Today, customers can use the Buy Online, Pick Up In Store option and Print-to-Store to get what they need, when they need it for same day purchases. They can also take advantage of our Retail Purchasing Program, which ensures customers can shop in stores to receive their custom pricing or in-store sale price, whichever is lowest at the time of purchase, in any Staples store throughout the U.S.
----	--	---

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Staples, we have people that Sourcewell participating entities can count on. Staples has highly trained Customer Service Representatives ready to serve your participating entities. To drive higher customer satisfaction, Staples provides: • One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Sourcewell participating entities will always reach a Staples Customer Service Representative right away. Our goal is to respond quickly, answering calls within 70 seconds, replying to chats within 45 seconds and replying to emails within 24 hours, so their employees can get back to work. • Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive training program covering customer service skills, problem resolution and product information. • Proactive Alerts – We'll contact Sourcewell participating entities if there are any changes to their order. • Continuous Feedback Loop – We review all customer feedback and if the customer is not satisfied, we follow up to make things right. SERVING SOURCEWELL PARTICIPATING ENTITY NEEDS Our Customer Service Representatives have access to all the details necessary to provide service specific to Sourcewell participating entities' account, and even their location. Our Customer Service team is the first line of contact for: • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. ET by email, phone or live chat on StaplesAdvantage.com. Our Help Center is also always available on StaplesAdvantage.com. CALL CENTER STRUCTURE • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with the Sourcewell participating entity and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies. • Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced. • Customer Operations Team – Communicates with Sourcewell participating entities about next-business-day delivery exceptions and rare instances of product cancellations. • Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating entities located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations and sales activities in other countries are transacted in the applicable national currency.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs that may apply for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories. Please note that expanding the use of this contract into other countries such as Canada will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Staples will continue to service all Sourcewell participating entity sectors. Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note: • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including delivery, documentation and being named the Importer of record into the U.S. Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska. Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor. Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice. Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice. Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.
----	---	--

Table 7: Marketing Plan

Line Item	Question	Response
-----------	----------	----------

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Staples' response to questions 36 through 38 of this section should be considered as "Trade Secret". Staples' strategy for the national promotion of the Sourcewell contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team. Recently, we organized our Sales teams into industry-aligned verticals: Commercial; Public Sector (Government, Non-Profits, K-12 and Higher Education); and Healthcare. This provides our customers with a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints, such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with your Staples team. BUSINESS DEVELOPMENT - Continue to focus efforts on prospecting and acquisition of participating entities in the public sector through the Sourcewell contract - Leverage the unique skills and strengths of our mid-market teams for small and medium sized entities and our enterprise teams for larger, more complex entities NEW ACCOUNT MANAGEMENT - Implement and ramp new accounts with specificity, efficiency and speed - Comprehensive program training EXISTING ACCOUNT MANAGEMENT - Continue to focus efforts on existing account communication and penetration - The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction ONGOING INTERNAL TRAINING AND EDUCATION - Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating entities and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Marketing Plan. In addition to our sales, we have a dedicated Public Sector customer marketing team focused on the government, education, and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan. In Attachment 4 - Sourcewell-Staples Marketing Plan we have also included representative samples of some of the targeted marketing campaigns and tactics your participating entities would receive. Actual examples can be provided upon request. The plan: - Is a complete lifecycle of internal and external tools, and targeted campaigns, which ensures contract promotion through proven best practices and constant innovation - Relies on the committed resources of the entire Staples organization, supported by our senior management team - Utilizes a full range of tools and technology including, but not limited to: - Online and in-person training tools and techniques - Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization - Internal instructional website presence for sales education - Public-facing website presence for current and prospective Sourcewell participating entities - Data models to drive marketing campaigns and tactics
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As detailed in Attachment 4, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers. The messaging is driven by customer insights to ensure relevancy (for example seasonal communications around the end of fiscal year budgets or back-to-school season) to our audience. Our internal data science team builds automated models based upon hundreds of inputs by each customer, enabling us to serve the most appropriate products and categories through these marketing campaigns. Campaigns tactics include email, digital paid media, campaign landing pages, direct mail and sales support materials. ACCOUNT-BASED MARKETING (ABM) - USER-FOCUSED To ensure compliance, Staples can use digital retargeting proactively to communicate with Sourcewell's membership to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract. SOURCEWELL PARTNER PORTAL Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples contracts: - Overall Program Highlights - Contract Highlights - Ordering Overview - Product and Service Overview - Contact Information - Messaging from Sourcewell - Visit Sourcewell Partner Portal for more information
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through: - The ongoing collaboration between Sourcewell and Staples allows for the optimization of identifying, soliciting and acquiring participating entities and contract participants. - The regular communication of industry and public procurement conditions will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. - The identification and creation of opportunities that allow Staples to provide Sourcewell participating entities its entire scope of products and services. While providing an increasingly attractive value proposition for prospective entities and a compelling source of value for participating entities. - Assistance in identifying Sourcewell participating entities to provide account of their contract success, these successes would in turn be used to acquire new participating entities to the Sourcewell/Staples contract. - The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. - Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. StaplesAdvantage.com, our primary e-commerce ordering platform, is fully customizable to Sourcewell participating entities' unique needs. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with more than 150 third-party purchasing platforms. EASY ORDERING TOOLS StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include: • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your previously purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time. • Product Comparisons – Compare up to four products at time to make an informed selection and read product reviews. • Shopping Lists – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages. • Order Status & Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery. • Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page. • Ink & Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows you to save printer information. Or choose from a range of free recycling options by clicking under the Help Center. • Frequently Purchased – View and reorder items ready for replenishment by clicking on Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history. • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a like item with a lower price is available. • Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more. ONLINE PROCUREMENT CONTROLS Sourcewell participating entities can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer: • User & Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations. • Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases. • Budget & Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. MOBILE CAPABILITIES Sourcewell participating entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples Advantage mobile app include: • Full account information, including recent orders, orders pending approval and custom deals • Scan-to-order functionality • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • Ink & Toner Finder • Quick Order entry • Filterable search results • Order status and package tracking • Integration with StaplesAdvantage.com • Secure Remember Me feature for login convenience ONLINE REPORTING Sourcewell participating entities can easily access on-demand reports on StaplesAdvantage.com: • Customer Analytics Dashboard provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. • User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information. • Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size. • Budget reports allow you to monitor the variances between spend versus budget. • Auto Restock reports allow you to view subscription details by user and shipping location. • Customer Usage reports allow you to review product usage which can be run at master, bill-to or ship-to level for up to 24 months. • Order Detail reports allow you to review shipped order detail or backorder detail for up to 24 months, with additional data options available. SCALABILITY If a Sourcewell participating entity has a surge in new hires, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet your changing business needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.
----	--	--

Table 8: Value-Added Attributes

Line Item	Question	Response
-----------	----------	----------

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Staples can introduce a comprehensive communication campaign prior to program launch to ensure a participating entities employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. We will customize a marketing plan to maximize program awareness at all your locations, including providing information on available trainings. TRAINING MATERIALS From video tutorials to step-by-step user guides, we have a full suite of training materials available on StaplesAdvantage.com. Customized materials can be provided upon request. Training sessions can also be scheduled as needed, throughout the life of your program. Our Welcome Page on StaplesAdvantage.com provides everything your users need to get started with your program. VIDEO TUTORIALS The full suite of features and capabilities can be viewed on StaplesAdvantage.com by clicking the tutorial video at the link below. You'll learn how easy it is to find the items you need, create shopping lists, manage your account, set up delivery notifications, check order status, use short cuts on the help center, make a hassle-free return and more. Follow these links for the information participating entities may need on StaplesAdvantage.com: • Managing your StaplesAdvantage.com account • Managing your StaplesAdvantage.com orders • Timesavers on StaplesAdvantage.com FACILITY SOLUTIONS TRAINING To create a successful janitorial program for Sourcewell, Staples provides more than high quality products, we can also design customized training programs to demonstrate the best procedures for participating entities to use those products. By employing the correct procedures and techniques, a facilities staff will dramatically reduce its labor and product costs, increase productivity and improve its sustainability program. At Staples, we have a dedicated Facilities Technical Training team for both customer site and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards. We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include on-site and web-based programs, as well as in-person training at our training facility in Aurora, Colorado. PRINT & MARKETING TRAINING It's our goal to make ordering print products simple and easy. About four weeks prior to a program go live date, our Marketing team will create an announcement for participating entities to send to their users that will help set the tone for their Print program's success. Over the next few weeks, we'll follow up with Coming Soon communications to promote program awareness and advantages of the new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print & Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details. Once the program launch is complete, the participating entity's Print & Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.
----	---	---

41	Describe any technological advances that your proposed products or services offer.	To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following: SALES TRANSFORMATION We organized our sales teams into industry-aligned verticals: Commercial, Public Sector (Government, Education and Non-Profits) and Healthcare to optimize how we deliver our products and services. This provides our customers a partner with expertise in the products, trends and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with their Staples team. We have created a dedicated Sourcewell Partner Portal to assist both participating entities and sales teams with compliance, visibility and insights specific to the public sector industry. INNOVATIVE STAPLES BRANDS Staples' brands are designed and tested to ensure high quality and performance in every product across many categories. We offer more than 5,500 Staples-exclusive items, including: • Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • Staples Tech. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs. • Union & Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. Our new line of Staples-brand ergonomic furniture options is an example of recent product innovation. This line of furniture and accessories includes first-to-market, purpose-designed selections. Popular items in this exclusive line include: • The TRU RED Curved Whiteboard is the first of its kind and offers an ergonomic writing experience at every height. • The revolutionary Union & Scale Sit-Stand Micro Movement Desk combines advanced micro movement technology with ergonomic design to boost productivity, reduce fatigue and improve overall well-being. • The TRU RED Anti-Fatigue Balance Board pairs with standing desks to introduce dynamic movement and reduce discomfort. Our entire assortment of Staples-brand items is tested to ensure high-quality performance and come with satisfaction guaranteed. CUSTOM PRINT INVESTMENT Technological advances are critical to our corporate strategy. Within print, new direct-to-plate, electronic proofing, digital presses, and electronic pre-press are constantly evolving. The internet has changed and improved many business processes. Electronic forms of varying complexities continue to improve overall business processes. The communications infrastructure required to successfully integrate these technologies is also improving. All these technologies, and more, are changing the printing industry. StaplesAdvantage.com features some of the most robust ordering capabilities and enhancements available today. Our customers find it easy to order their proprietary print items as well as to quickly create new, custom collateral, all from the Print & Marketing Solutions tab on StaplesAdvantage.com. Users can order from the following categories of print products from StaplesAdvantage.com: • Document Printing — Staples provides an easy way to print presentations, flyers, brochures and more through its Document Printing service. With Document Printing you can upload your files and configure documents by choosing your printing and binding options. Your finished project can be delivered (in 3-5 days) or picked up (same day/next day) at any Staples store. • Custom Print — Staples offers a variety of design templates to create custom products such as Business Cards, Envelopes, Stamps and more. You can also upload your own artwork, share the template across your organization and save the design for future reorders. • My Company Print Catalog — By adding Print to your Staples Advantage program, your users can order pre-approved custom proprietary print products (static and variable) that are available in an easy-to-use catalog. This will ensure consistent, high quality print materials for every location. A Staples Print program can help you manage printing from start to finish with editable proofs, shipment tracking, consolidated invoices and more.
----	--	---

42	How does your organization stay current with technological advancements in e-commerce and supply chain management?	Our industry-leading size allows us to continually invest in and enhance our delivery and distribution network, improving processes and technology to deliver products faster and at lower total cost for Sourcewell participating entities. TECHNOLOGY INVESTMENT Continual technology investment improves order accuracy and delivery efficiency for Sourcewell participating entities. In recent years, we've made a variety of systemic improvements, including automation and robotic picking technology in our fulfillment centers as well as upgrading our delivery route optimization, least-cost routing systems and package tracking solutions. These investments ensure the highest quality standards for every order. We allocate substantial capital funds every year to pursue similar investments to leverage our asset base, improve our response time and maintain our quality standards. SMARTSIZE PACKAGING™ Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out SmartSize technology that tailors box sizes to the exact size of the order. In addition to using almost 15% less corrugate, SmartSize™ lessens our use of air pillows by approximately 75%. It not only reduces packaging waste, but also helps optimize the available space of our delivery vehicles by about 20%. ROBOTIC MATERIAL HANDLING SOLUTION Staples developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers. Our website experience allows you to not only order product solutions, but also get new ideas and connect with people who do what you do. Staples offers unique features to help you save costs and maintain program compliance. We have the experience, technology and resources to customize a flexible e-commerce solution that's right for you in as little as 30 to 45 days. Sourcewell participating entities will benefit from a robust e-commerce solution that: • Reduces ordering time • Lowers internal ordering costs • Provides comprehensive spend control and management • Works within your existing e-procurement framework • Is scalable to grow with your organization WORLD-CLASS ORDERING WEBSITE With immediate access to products and robust order management features, our website provides easy online ordering, the ability to set spend limits and approval flows, line-item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. STAPLES MOBILE APP No matter what the challenge, we help our customers get the advantage with the Staples Advantage dedicated mobile app, available for Android and Apple devices. Sourcewell participating entity employees can browse and order items, scan-to-order, track shipments and access their full account information, on the go. CUSTOMER ANALYTICS DASHBOARD Available to administrators on StaplesAdvantage.com, this tool provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. These dashboards can help administrators identify areas for growth as well as areas where compliance can be improved. PARTNER PORTALS Staples has developed a public-facing website that educates prospective and existing customers on their Staples contract details and more: • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Customer
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Staples offers a full array of sustainability solutions to help Sourcewell participating entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts will design a program tailored to your goals and our Marketing personnel will help promote it to your employees. Please see Attachment 5 for more details.

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ENVIRONMENTAL CERTIFICATIONS ENERGY STAR® CERTIFICATION To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by 2020 and we exceeded that goal in 2018. Staples now has 801 U.S. facilities designated ENERGY STAR certified. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples received the EPA's ENERGY STAR Partner of the Year Award for 10 consecutive years up through 2019. ENVIRONMENTAL PRODUCT CERTIFICATIONS Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. We apply environmental icons on our website based on the attributes the product contains. Products with stronger environmental attributes qualify for our Eco-ID icon. Staples has more than 10,000 products on our sites that meet the Eco-ID criteria. Features that qualify for Eco-ID include the following attributes: • bluesign® • BPI compostable® • Cradle to Cradle™ (all tiers except basic) • Energy Star® • EPA Design for Environment for Pesticides • EPA Safer Choice • EPA Water Sense • EPEAT™ (all tiers) • EWG verified™ • Fair Trade™ • Food Alliance™ • Forest Stewardship Council® • Green Seal® • Indoor Advantage™ Gold • level® (all tiers) • Made Safe® • Organic • Rainforest Alliance™ • UL EcoLogo® • UL Greenguard® Gold • 20% to 30%+ post-consumer recycled content[^] • 30%+ agricultural residue, rapidly renewable, or bio-based content • Rechargeable batteries • Remanufactured electronics or furniture • High-yield ink and toner [^] Note that post-consumer recycled content minimums vary depending on the product category and may require additional attributes. For example, pens must both be refillable and have minimum amounts of recycled content. ENVIRONMENTAL PARTNERSHIPS & AFFILIATIONS • Sustainable Purchasing Leadership Council (SPLC) - This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner - Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • GreenBlue Sustainable Packaging Coalition (SPC) - This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group - This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Carbon Disclosure Project - We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis - Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.
----	--	--

45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Staples is a large business enterprise. However, Staples understands the challenges that small businesses face, as well as the important contributions they make to the economic health of their communities. As an organization, Staples is committed to supporting small business growth and development whenever possible. Through our Supplier Diversity program, Sourcewell participating entities are able to directly support the growth of minority, woman (WMBE) and veteran-owned small businesses by purchasing products and services from them. Staples empowers Sourcewell participating entities to connect with small and diverse businesses in two ways: DIVERSITY ONE RESELLER PROGRAM Customers buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible. Certification categories can include but are not limited to: • Certified 8(a) Firms • Small Disadvantaged Businesses • Women-Owned Businesses • HUBZone Small Businesses • Veteran-Owned Small Businesses • Service-Disabled Veteran-Owned Small Businesses • Small Businesses • USBLN Network/People with Disabilities Please note Supplier's Tier One Diversity Program is available to participating entities. Under the Tier One Diversity Program, participating entities may purchase products from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller. DIVERSITY TWO PROGRAM We include diverse manufacturers in our product and service sourcing, helping these organizations grow while offering our customers a wide selection of high-quality goods. Today, Staples has 50+ diverse manufacturers and has 3,500+ diverse SKUs in our assortment. We can work with customers to find the right vendors to fulfill their needs, with quality products flagged online and auto-substitution options. Sourcewell participating entities will benefit from: • A wide selection of high-quality products easily identified by symbols • Products across every category — business essentials, furniture solutions, facility solutions and technology solutions • Detailed reporting and tracking of their diverse product spend • Expert, consultative support from the Staples Account Manager, who will identify opportunities to utilize these product groups and report on the participating entity's progress
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Staples is committed to helping our customers get more done every day. That's why we make finding, buying and delivering the right products and solutions faster and easier. You can rely on expertise that helps you make smarter purchasing decisions. • Unmatched Experience — Staples has been supporting and servicing the public sector through the unique requirements and needs of our Government & Education customers for over 30 years. We have dedicated Government & Education Cooperative specialists with an average of 27 years of experience. • The Right Solutions — Sourcewell can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture, mailroom and shipping supplies, technology products and services, promotional products and print and marketing services. We provide workspace solutions for the Government & Education verticals that include offices, common areas, breakrooms & teacher lounges, classrooms, custodial, building & grounds, libraries, first responder stations, corrections facilities, labs, playgrounds, gyms and more. • Financial Strength — Our leading financial position allows us to continually invest in our business and provides Sourcewell with the confidence of working with a strong and stable supplier. • Expert Support — Staples is at your side with experts in product selection, fulfillment, customer service and account management. We have a segmented sales and support organization dedicated only to Government & Education customers. • Fast Delivery — Reliable next-business-day delivery on in-stock items to most locations from our strategically located, state-of-the-art fulfillment centers. • Easy Online Ordering — Easy search and order, self-service options and hassle-free returns. Plus, budgeting and spend management tools. And, we have experience integrating with over 150 third-party purchasing platforms. • Recognized Customer Call Centers — Exceeding customer expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve problems in one call. • Supplier Diversity Programs — Staples is committed to supporting small business growth and development whenever possible. Staples' Diversity Reseller program offers a "One to Many" solution, fulfilling many state and local requirements. • Corporate Responsibility — We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community. • Incentives & Recognition — Staples Promotional Products' Incentive and recognition offering is a full-service program built around strategy, technology, execution and ROI measurement. It is the pairing of these services and the people who bring them to clients that creates differentiation. Providing counsel on the best approach and the best way to invest funds in an incentive program means we can recommend methods that save money as well. We can offer participating entities multiple economical options to meet their requirements. With Staples, our focus is our customers' Worklife needs. Sourcewell participating entities can rely on expertise that helps them make smarter purchasing decisions. With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture. • Tru Red — Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • Staples Tech — Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional — Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor. • Perk — Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs. • Union & Scale — Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response
47	Do your warranties cover all products, parts, and labor?	Staples expressly warrants that it will provide Sourcewell participating entities with pass-through of all manufacturers' warranties for all office products sold to Sourcewell participating entities. Staples expressly warrants that all TRU RED, Perk, NXT Technologies, Union & Scale, Coastwide Professional, or Staples branded products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Staples' samples, if any. GENERAL WARRANTY DISCLAIMER These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Staples specifically disclaims all other warranties, express or implied, including, without limitation, any warranties of title, non-infringement, merchantability and/or fitness for a particular purpose. SERVICES WARRANTY Staples warrants that for a period of one year from performance, the services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Staples and Sourcewell participating entities. CUSTOM-IMPRINTED PRODUCTS Prior to Staples' production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of a participating entity (hereinafter "Print Products"), Staples shall submit to the participating entity samples or an appropriate proof of each item, for the participating entity's written approval of the Print Products. Participating entity agrees to promptly review any items submitted to participating entity for approval under this section. Staples warrants that Print Products in their unaltered, unmodified form are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Staples, are discovered by the participating entity, participating entity's sole and exclusive remedy shall be, at Staples' sole election, for Staples to replace the defective Print Product at Staples' expense or to credit participating entity's account for the net amount actually paid by participating entity to Staples for the applicable Print Product, provided that Staples is reasonably certain that the warranty claim is valid and was not caused by participating entity. The following terms apply when Sourcewell participating entities provide content for Staples to reproduce: Participating Entity Warranty. Sourcewell participating entity represents and warrants that it owns or has the right and license to use, adapt and reproduce participating entity's property. Participating entity represents and warrants that participating entity property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules. Participating entity grants to Staples a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate participating entity property solely in connection with Staples' obligations hereunder. Staples acknowledges that, as between Staples and participating entity, participating entity owns, controls and shall retain all ownership rights in and to participating entity property. All proprietary rights and goodwill in the participating entity property shall inure to the benefit of participating entity and not Staples. Staples shall acquire no intellectual property rights in the participating entity property by reason of its use thereof, and if, by operation of law, or otherwise, Staples is deemed to, or appears to, own any intellectual property in the participating entity property, Staples shall, at participating entity's request, execute any and all documents necessary to confirm or otherwise establish participating entity's rights therein. Participating entity acknowledges that, as between Staples and participating entity, Staples owns, controls and shall retain all ownership rights in and to Staples' proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Staples. Participating entity property means the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information, representations, descriptions, classifications, characterizations, statements or language contained in or on any print or electronic content or materials provided to Staples by participating entity in connection with Staples' performance hereunder. To the extent permitted by applicable law, participating entity shall indemnify, defend and hold harmless Staples for any third-party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) participating entity's breach of participating entity's warranty related to participating entity property; or (ii) Staples' use of participating entity property in accordance with the specifications provided by participating entity.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 47 above.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties for service or repair vary by manufacturer and are shared at the time of scheduling.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii, U.S. territories and Canada should they be included in a resulting contract.

51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As a reseller, Staples will pass through and uphold all manufacturer warranties to the Sourcewell participating entity on products purchased through this contract. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 47 for more details.
52	What are your proposed exchange and return programs and policies?	If for any reason a Sourcewell participating entity is not completely satisfied with a product purchased from Staples, they may return it within the applicable return period. We will gladly accept returns of a product in resalable condition with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. At any time, Sourcewell participating entities can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Their delivery driver will pick up the returned item, so no shipping expense is required from them. Credit for returned items is issued once the items are received at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after receipt of the items. RETURN PERIODS BY PRODUCT • Office Supplies, School Supplies and Facilities Supplies – 30 Days • Software (unopened)* – 30 Days (opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software) • Technology Items and Business Machines – 14 Days • Furniture – 14 Days after delivery • Promotional Products - Not returnable unless damaged/defective (within 48 hours) • Non-Stock Products – Not returnable unless damaged/defective (within 30 days) • Custom-Imprinted Products – Not returnable unless damaged/defective FACILITY SUPPLIES & EQUIPMENT We gladly accept the return of stock merchandise within 30 days from the date of delivery. Large orders and merchandise returned after 30 days may be subject to a restocking fee. Additional charges may be incurred for shipping and handling of hazardous or oversized materials. Partial cartons of hazardous materials cannot be returned. Equipment, including custom configured equipment, returns are subject to applicable manufacturer terms and restrictions. FURNITURE If for any reason a Sourcewell participating entity isn't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, they may request to return it within 14 days of its delivery. Sourcewell participating entities can contact their Customer Service team to initiate the return process. The product must be returned to Staples with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.). Special order, customized, manufacturer-direct shipped or assembled items are not returnable, unless such products arrive damaged or defective. PRINT & MARKETING SERVICES Custom imprinted products are not returnable unless damaged or defective. These items may include, but are not limited to, all business cards, business forms, letterhead, promotional products, products customized per customer's specifications and products that have been imprinted with the customer's trademark, trade name, service mark and/or logo. Staples can work with participating entities throughout the design and proofing process to ensure print products match the exact specifications. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities. PROMOTIONAL PRODUCTS Should a product arrive damaged or defective, please contact our Promotional Products Customer Care team to report it within 48 hours of receipt. Based on the specific damage or defect, Staples will either replace the item or issue a credit to the account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities. TECHNOLOGY PRODUCTS Subject to Staples Technology Solutions Return Policy (https://sts.staples.com/returns.html) and further subject to manufacturer or wholesaler return policies and restrictions, Staples will accept returns of (a) stocked Technology Products (excluding hardware items) in salable condition up to thirty (30) calendar days after receipt by Buyer; and (b) hardware items up to fourteen (14) calendar days after receipt by Buyer. Technology Product must be returned with complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts, promotional items, and a copy of the packing slip. Return of Technology Products which are (a) custom, or (b) sourced specifically at Buyer request, are subject to Seller approval. DAMAGED/DEFECTIVE ITEMS Please call our Customer Service team to return damaged or defective products. The Sourcewell participating entity account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues. IMPORTANT NOTES ABOUT ALL RETURNS • Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit. • Calendars cannot be returned after January 31 of the year to which they correspond. • For health and safety reasons, food, beverages, first aid and medical products cannot be returned. • For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging. • Products purchased in bulk, including those intended to be used during a World Health Organization epidemic or pandemic alert, are subject to review prior to return. • Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product. • Additional charges may be incurred for the shipping and handling of products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is the customer's responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.

53	Describe any service contract options for the items included in your proposal.	Staples offers a number of lease/service agreement options to meet Sourcewell participating entities' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell entity: Coffee: We provide the coffee brewer, installation, maintenance and service through the term of the lease if the minimum spend requirements are met for coffee products. Minimum spend requirements vary by type of brewer. Water: Program offered is a lease agreement – the customer pays established fees per month and Staples installs, maintains and services the filtration unit. The customer pays for the number of 5-gallon water bottles delivered to them and has an option to lease a water dispenser if desired – or they can choose to use their own 5-gallon water dispenser. Ware Wash: This program utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the customer's purchase of the Diversey chemicals through Staples. Dispensers: Staples will review dispenser requirements for each participating entity to determine any associated costs. In many cases, manufacturers are willing to offer no-charge or reduced cost dispensers with a commitment to order refill products.
----	--	--

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods?	Staples' standard payment terms are Net 30 days. Each participating entity will remit all invoice payments, including all taxes on its product purchases, to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and entity. In the event a participating entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such entity's location(s) by written notice to such participating entity and to Sourcewell. Staples welcomes a wide range of payment types to meet the needs of Sourcewell participating entities. Their Staples invoices can be paid via: • Company check • Automated Clearing House (ACH) with notifications via email or EDI • Electronic Funds Transfer (EFT) Additionally, credit cards or corporate procurement cards may be used at the time of purchase (Discover, American Express, MasterCard or Visa). Credit cards may not be used to pay an invoice.
55	Describe any leasing or financing options available for use by educational or governmental entities.	When applicable, Staples has leasing and financing options available to Sourcewell participating entities. Staples utilizes multiple third-party leasing sources for eligible Staples customers. Participating entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that Sourcewell participating entities can tailor the length, acquisition type and amount of their payments to meet their business' needs. Lease options include capital or operating lease options, giving them end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be included in the monthly payments for an asset acquired under lease. Staples can work with their organizations to help finalize the option that best suits their needs.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	When applicable, Staples uses a Sourcewell Participation Agreement for participating entities to include their own terms or to outline any custom terms that may apply to their program. Please see the sample provided in the Attachments section of the Sourcewell portal.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices. There is no additional cost to Sourcewell participating entities for using P-cards.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Staples' proposed pricing model is designed to take advantage of our industry leading assortment of workplace products, equipment and services. The offering includes a large number of net-priced items on the Core List that facilitates price stability on office supplies, school supplies, facility solutions, breakroom products, technology products, furniture and other workplace essential supplies. Additionally, there is pricing for services and manufactured items like promotional products and printing. Rounding out the offering is non-core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of workplace solutions on the Internet. The balance of our assortment will be market-based pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure. Market-based pricing provides full visibility and disclosure of pricing.

59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Staples proposes the following pricing structure: Core List. The "Core List" represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating entities. Prices for Core List items provided under this contract are set forth in Exhibit 1. The prices for Core List items, excluding Premium Products may be updated twice annually on August 1st and February 1st of each year during the term that this contract is in effect. Staples may request a price change adjustment for Core List items by submitting a price change request to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items. The prices for Premium Products may be updated quarterly each year during the term that this contract is in effect. Premium Products are defined as copy paper, toner, ink, janitorial paper, can liners/trash bags, technology, furniture, and deviated products that participating entities purchase from Staples. "Deviated Items" means products for which Staples receives special pricing from the manufacturer specifically for Sourcewell. Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected participating entities to identify alternative products to mitigate the impact of the foregoing where possible. Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. From time to time, Staples may propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent. Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples. Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items or as otherwise quoted at the time of purchase. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the change request process set forth in Section 4 of the Master Purchase Agreement. Sourced Products. Participating entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering entity. Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories: • Exhibit 1 – Core List Pricing • Exhibit 2 – Print Services • Exhibit 3 – Staples Promotional Products • Exhibit 4 – Staples Technology Solutions Tier One Diversity Program. Staples' Tier One Diversity Reseller Program is available to Sourcewell participating entities. Under the Tier One Diversity Reseller Program, participating entities may purchase products hereunder from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller's pricing to participating entities may be higher to reflect the services provided by the Diverse Reseller.
60	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal reflects updated attributes related to pricing, assortment and admin fees based on our experience in the Public Sector and with Sourcewell participating entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.

61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Products" and services to Sourcewell and its participating entities. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from lollipops to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through their Staples Account Manager. The non-stock procurement team works diligently to fulfill Sourcewell participating entities product needs quickly and at the lowest possible cost. The prices for Sourced Products shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced products may include additional delivery or handling charges that would be the responsibility of the ordering entity.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional services available which are associated with certain products, including, but not limited to: furniture, facility solutions, technology or water/coffee dispensers or programs, etc, which at the option of the entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating entity. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating entity.
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery of stocked orders. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: • Orders not meeting the minimum order requirements • Furniture unpacking or assembly • Stair carry for upper floor inside deliveries (lack of freight elevator or access to same) • Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Manufacturer fees • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals • Or as otherwise indicated on our website at the time of purchase Surcharges are calculated on a per-order basis. Freight will be listed as a line-item charge for all Staples Promotional Products orders.

64

Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.

In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note:

- Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans.
- Staples does not export any food items (drink or food).
- Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates.
- Freight costs are billed back to the customer on a separate invoice.
- Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S.

Delivery to Alaska. In-stock items will ship from our Anchorage fulfillment center, and last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items not stocked in the Anchorage fulfillment center may be filled through our Portland, Oregon fulfillment center or a wholesaler location in Seattle, Washington, and be shipped via ocean freight to the Anchorage fulfillment center. Ocean freight can take 10 to 14 days. Last mile delivery will be by fleet, courier, UPS or USPS, depending on customer location. Items that are filled through other Staples fulfillment centers will ship UPS 2nd Day Air up to 159 pounds. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight, which can take up to 14 days. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply an up to 25% surcharge depending on the location in Alaska.

Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air. Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery. Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor.

Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be shipped to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door to door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to the U.S. Virgin Islands. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.

85	Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.	Within our core product assortment, we have identified thousands of items that meet third-party standards and certifications. This is a significant subset of our total assortment of approximately 20,000 products with environmental features, which includes products with recycled content or other design features like solar powered, rechargeable and refillable. The certifications and standards we track include: • AP certified non-toxic • Bluesign certified clothing product • BPI compostable • Cradle to Cradle certified • EcoLogo certified • ENERGY STAR qualified • EPA Comprehensive Procurement Guidelines • EPA Design for the Environment (DfE) for Pesticides registered • EPA Safer Choice registered • EPA WaterSense certified • EPEAT qualified • EWG verified • Fair Trade certified • Food Alliance certified • Forest Stewardship Council (FSC) certified • GREENGUARD certified • Green Seal certified • Indoor Advantage certified • Level certified • Made by a Certified B Corporation • Made Safe certified • PMA non-toxic • Rainforest Alliance certified • Roundtable on Sustainable Palm Oil (RSPO) certified • Sustainable Forestry Initiative (SFI) certified • USDA Certified Biobased Product • USDA Organic We are continually improving our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications. PACKAGING OPTIMIZATION To help reduce waste at participating entities' facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive intact. • SmartSize™ – Staples has rolled out award-winning technology to the majority of our U.S. distribution centers that tailors box sizes to the exact size of the order, reducing use of corrugate and air pillows. To further reduce the environmental impact of our delivery process, we use boxes made from 35% to 100% recycled material. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees. • Box Logic – Our warehouse management system uses a series of algorithms that automatically choose the smallest delivery box from eight standard sizes, based on the combined dimensions of items in the order, reducing packaging waste. • Wholesaler Initiatives – As part of our fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to confirm they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems. Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers. PACKAGE PROTECTION Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows: • Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required • Can be re-used • Can be deflated prior to disposal, reducing original volume by over 90% • Can be recycled when given to the delivery driver or sent back when making a return • May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic • Provide high BTU energy contents in municipal incineration
-----------	--	--

66	Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc.	Staples offers Sourcewell participating entities a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or a participating entity may speak with their Account Manager for more details on our programs. • Ink & Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with their delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com. • Technology – We offer low-cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. Sourcewell participating entities can order prepaid recycling kits, boxes and pallets for larger items through StaplesAdvantage.com. Staples' tech recycling partner ERI Direct is e-Stewards and R2 certified at all locations for responsible e-waste management practices. • Lamps, Ballasts & Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with their goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling. • Other Hard-to-Recycle Items – Divert hard-to-recycle waste from landfills with Staples' Zero Waste Boxes. Simply fill, close and ship. StaplesAdvantage.com box prices include all shipping and recycling fees. Use our Zero Waste Boxes to recycle coffee pods, breakroom waste, binders, safety supplies, writing instruments and more.
----	--	---

67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Staples delivers an average of 550,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 22 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process, and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service. DESKTOP & PREMIUM DELIVERY OPTIONS As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include: • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves) • Loading boxes through an X-ray machine prior to making delivery Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations. SAME-DAY DELIVERIES Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests. There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day: • Furniture • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs BUY ONLINE, PICK UP IN STORE Our industry-leading network of U.S. stores gives participating entities easy same-day purchasing solutions. Participating entities can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows Sourcewell participating entities to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker. PRINT TO STORE Participating entities can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black & white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for Sourcewell participating entities' printing needs. Print to Store bills directly to their Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for their remote and traveling employees. Participating entities can upload and reconfigure their documents, save their files for future reordering and proof all orders online before submitting. At any time, they can submit their orders right from their desktop to Staples, with delivery to any Staples retail location. STAPLES PROMOTIONAL PRODUCTS Staples Promotional Products has a 500,000 square foot contract decoration and distribution center in Orange City, IA. This facility does embroidery, screen print, laser engraving, digital heat transfer, and more. We have pick-to-voice technology and use a pack-right shipping system to cut boxes to the order size. Our facility is centrally located for distribution throughout the U.S. We also use FedEx as our preferred shipper but can utilize any major carrier service. We are currently seeking certification for zero waste to landfill status.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Staples will create internal metrics to measure growth and success of the contract which include reporting and analysis of the increased number of participating entities utilizing the contract, category sales for participating entities, sales and number of orders by participating entity, and year over year sales growth for the contract. Additionally, success metrics can be mutually established and measured in scheduled quarterly strategy meetings between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to elevating our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.

69	If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.	Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell participating entities at risk. ANNUAL VENDOR REVIEWS We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.45%, our low product-return rate is a testament to our relentless focus on quality. PAPER & WOOD-BASED PRODUCT SOURCING POLICY We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia-Pacific, Kimberly-Clark, 3M, Esselte, Fellowes, Marcal and others. Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas: • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers PROGRAMS & PARTNERSHIPS We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue. PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE Product brands exclusive to Staples are subject to a comprehensive quality assurance program that includes: • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. MONITORING PRODUCT QUALITY On the rare occasion that a product fails to meet an entity's satisfaction, we offer fast and easy resolution methods: • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating entities. We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Staples Account Managers will share corrective actions and report on progress during regular business reviews.
----	--	--

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal Is:	Comments
70	d. other than what the Proposer typically offers (please describe).	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 13: Audit and Administrative Fee

Line Item	Question	Response*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating entities receive pricing that is consistent. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating entities under the contract, geographic distribution of participating entities, sales and number of orders by participating entity, remaining potential, and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell participating entities for nearly two decades, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.
73	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the participating entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter. An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one quarter of one percent (0.25%) on technology product Net Sales. Net Sales: The gross sales price of Products purchased pursuant to the Agreement, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items and purchases made via (i) Staples.com, or (ii) any Seller retail channel. Market Priced Items: Cash equivalents (e.g., gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response*
-----------	----------	-----------

74	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	From business essentials to facility supplies, custom print to furniture, Staples offers an unmatched selection of products and services, saving Sourcewell participating entities the time and expense of dealing with multiple vendors. With free next-day delivery available for hundreds of thousands of products on our e-commerce site, Staples is ready to help Sourcewell participating entities get more done every day. Our industry-leading breadth and depth of solutions includes: INNOVATIVE PRODUCT SOLUTIONS With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture: • Tru Red – Thoughtfully designed business essentials to help Sourcewell participating entities work, create and innovate better. Quality tested and engineered to last. • Staples Tech – Tech products to keep teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions – An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit Sourcewell participating entities' needs. • Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. We've simplified our product assortment to focus on the right choices for business versus every product out there. So, it will be easier to get exactly what Sourcewell participating entities need. • Business Essentials: Staples will fulfill the essentials for teams to be more productive, organized and inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products. • Facility Solutions: As one of the largest providers of cleaning and janitorial supplies in the country, we offer over 5,000 in-stock professional-grade products from top brands including Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid and our top-selling brand, Coastwide Professional. Plus, our team of GBAC-certified facility experts, and are skilled at identifying cost and labor-saving opportunities through no-charge site assessment. We also offer dispenser installation and removal of old units. • Furniture Solutions: As the best provider of office seating and furniture solutions, offering a diverse selection of commercial-grade seating, desks, tables, and storage solutions sourced from over 100 reputable manufacturers, including Allsteel, HON, Global, and National. • Print & Marketing Services: Customize everything from business cards to trade show banners, all in one place. Easily manage and streamline their assets across multiple locations with our seamless online experience or utilize our experts to get the job done. We help Sourcewell participating entities handle it all, from design to delivery, quality guaranteed. No matter the industry, scale, or complexity of their printing requirements, Staples Business Advantage combines high quality and expertise with speed, excellence, and minimal hassle. Plus, free delivery and no minimum required. • Technology Solutions: Staples is a one-stop shop for all their tech needs, we stock top-of-the-line products and accessories including computers, keyboards, mice, headsets, monitors, chargers and more. Get it fast with next day delivery available to 98% of the US. Our Technology Solutions offering includes a wide selection of products from everyday tech and data center solutions to printer fleet management and network services. With more than 1,000 vendors and suppliers, we offer more than one million items delivered nationwide. • Breakroom Solutions: Staples offers over 2,000 breakroom products. Everything from coffee and coffee programs, water and snacks to cups, bowls, cutlery, and appliances. We also offer the best water filtration units in the industry-plus fast delivery, free installation, ongoing maintenance, filter changes, and repairs from our vetted experts. • Mailroom & Shipping Supplies: Sourcewell participating entities can depend on Staples to have a huge selection of the best brands in business, mailroom and shipping supplies. We can help them get the job done right — every time. • Promotional Products: With more than 700,000 products plus well-cultivated relationships with a global supply network, Staples will help Sourcewell participating entities create unique branded solutions.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Staples offers hundreds of thousands of products in a host of categories that are necessary for Sourcewell participating entities to manage and maintain their operations and facilities. These categories are ever evolving as customers' needs evolve but they currently include product categories such as office and school supplies, janitorial products and equipment, breakroom, safety, furniture, print, promotional products, technology and more. Some of our subcategories include: OFFICE SUPPLIES • Writing Supplies • Folders & Filing • Business Essentials • Calendars & Planners • Ink & Toner • Notebooks & Notepads • Office Basics • Binders & Accessories • Desk Organizers & Accessories • Storage & Organization • Stamps & Pads • Bags & Backpacks PAPER • Copy Paper • Stationery & Invitations • Journals & Diaries • Loose Leaf & Graph Paper • Envelopes • Resume & Fine Business Papers • Post-it® & Sticky Notes • Index Cards • POS Paper Rolls for Printing Receipts • Business & Loyalty Cards • Calendars & Planners • Forms FACILITY MAINTENANCE • Paper Towels • Toilet Paper

	• Can Liners • Dilution Control Chemicals • Safety Supplies • Air Fresheners & Deodorizers • Floor Care • Waste Receptacles • Cleaning Chemicals & Wipes • Dispensers & Restroom Equipment • Hand Soaps & Sanitizers • Cleaning Tools
	BREAKROOM
	• Coffee: K-Cups, Filters, Sweeteners, Creamers, Stirrers & Straws, Coffee Filters • Snacks & Food • Water & Beverages • Plates, Cups, Napkins & Cutlery • Breakroom Appliances: Napkin Dispensers, Microwaves, Water Filters & Dispensers • Breakroom Furniture: Table & Chair Sets, Coffee Cart, Boards & Easels, Stacking & Folding Chairs, Cafeteria Tables
	PRINT & MARKETING
	• Document Printing • Marketing Materials • Signs, Banners & Posters • Business Cards • Labels & Stickers • Stamps & Embossers • Stationery • Cards & Invitations • Forms
	PROMOTIONAL PRODUCTS
	• Men's and Women's Apparel • Unisex Apparel • Youth Apparel • Apparel Accessories • Headwear • Bags and Coolers • Travel • Drinkware • Home Goods • Tech • Food and Drink • Health and Wellness • Events and Tradeshows • Awards and Recognition • Office Essentials • Pens & Writing Instruments • Outdoor and Leisure • Auto and Tools • Toys and Games • Pet Products • Gifts
	TECHNOLOGY PRODUCTS
	• Audio, Headsets & Microphones & Speakers • AV Furniture, Power Devices, Batteries & Carts • Bar Code Scanners • Consumer Electronics Accessories • Desktops • Displays, Monitors & Large Format Displays • Input Devices • Memory • Networking, Network Devices & Accessories • Notebooks • Output Devices • Point of Sale Equipment • Printer Consumables • Printers & Scanners • Single/Multifunction & Office Machines • Projectors • Servers • Software & Licensing • Storage Devices • Tablets & eBook Readers • Tech Services, Configuration, Tech Recycling, Chrome Services • Telephones Video & Audio Conferencing • Televisions & Flat Panels • UPS & Power Devices • Video Game Consoles & Accessories • Warranties • Workstations

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
-----------	------------------	---------	----------

76	Display item description, catalog price, contract price, and photo (if applicable)	☒ Yes ☐ No	StaplesAdvantage.com displays item description, photos and the participating entities' contract pricing. However, the site does not show catalog pricing. All products include images, full description and detailed product specifications, with partial graphic support for wholesaler items on StaplesAdvantage.com.
77	Enhanced catalog content (stock, availability, ship/delivery date, product reviews, filters, comparables, etc.)	☒ Yes ☐ No	Users on StaplesAdvantage.com can confirm that an item will be delivered the next business day by checking the delivery icons on search results and product pages, as well as in the cart. These clear indicators for every item provide the expected delivery date information so that users can confirm if an urgent item will get there on time and can plan for the arrival of a large order or item. Our e-commerce site allows Sourcewell participating entities to search by keyword or item number for a summary of categories and top-ranking items that match their criteria. They can narrow results by category, brand or their recently purchased items. Advanced search with auto-suggest terms allows end users to find what they want fast and the ability to add to their cart from search to save time. StaplesAdvantage.com provides product reviews on the product page to give our customers an opportunity to rate, comment and share images on products they have purchased. Other consumers can read these when making a purchase decision. Staples customers can compare various product features based on customer reviews before they narrow down their choice to the most favorable one. In addition, users can also compare similar products, by selecting two or more items to compare and clicking the compare button.
78	Order tracking and order history	☒ Yes ☐ No	Sourcewell participating entities can view details on all orders placed in the past 90 days, track their orders and view proof of delivery. Our package tracking is updated based on carrier event scans, and we identify which items are in each box in a shipment, so their employees know exactly what products are coming and when. Recent orders in progress will display on your home page or click on Orders to view, search, track, reorder and return from your Order History. "Your Orders" allow users to view full tracking history, see the number of items and boxes for delivery, reorder or even make a return.
79	Customized agency portal or punchout	☒ Yes ☐ No	Sourcewell participating entities can customize their platform with special instructions and messages to keep users in program compliance.
80	Agency preferred products listing	☒ Yes ☐ No	Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain a participating entity's own message. For example, individual participating entities can opt for it to display (Entity) "Contract Item" instead of "On Contract." This message will appear with the icon wherever product information is displayed. Users will see the icon on product pages, shopping lists, shopping carts and order status screens. Participating entities can also click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite.
81	Agency blocked item removal	☒ Yes ☐ No	Upon mutual agreement between the participating entity and Staples.
82	Multiple ship-to locations	☒ Yes ☐ No	User and Location Management allows participating entities to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.
83	Display of eco-label or green certifications or attributes	☒ Yes ☐ No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.

84	Search by eco-label or green certifications or attributes	☒ Yes ☐ No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
85	Tiered approvals	☒ Yes ☐ No	Participating entities can establish spending limits and approval routing to track account expenditures by user and department.
86	Help function	☒ Yes ☐ No	The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.
87	Live chat	☒ Yes ☐ No	Our e-commerce site offers a proactive chat feature that helps users quickly find the products they need by interacting with a live agent. This feature helps reduce the time spent searching for and comparing products. By providing more product intelligence prior to purchasing, live chat also decreases returns and helps ensure the best product solution is selected for the purchaser.
88	Integration with agency eProcurement/ERP platforms	☒ Yes ☐ No	Staples has experience integrating with over 150 third-party purchasing platforms.
89	AI-driven recommendations for product substitutions, savings opportunities, and frequently ordered items	☒ Yes ☐ No	Staples uses algorithms based on purchase behavior which are not currently AI-driven. Product Substitutions: In our efforts to continually improve service and reduce costs, the Staples Account Managers will work with Sourcewell participating entities to identify items that are crucial to their organization for which they might want to designate an appropriate back-up item. Approving alternate products available on high-use and/or critical items ensures that we're able to meet Sourcewell participating entities' business needs for specific products in a timely fashion. Savings Opportunities: If a quality, lower-cost alternative is available, it will display on the ordering page. Sourcewell participating entities will have the option to purchase the alternative item or continue with their initial selection. Search Features: You can utilize the Search box at the top of most StaplesAdvantage.com pages to search for products by keywords or part numbers. Search results can be filtered by category, product type (i.e. recycled products, Minority or Women-Owned Enterprise products), product attributes (i.e. size, color as well as others which vary by type of product), brand or products previously ordered. Shopping Lists: Sourcewell participating entities can create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. They can easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 90. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
All	Please see attached redline.	Per Addendum 3 dated June 6, 2024, Staples has provided our redline to the sample Sourcewell Contract Template in the Additional Documents section of the Sourcewell Procurement Portal.

Documents

Ensure your submission document(s) conforms to the following:

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Office Supply RFP 070924 Thu June 6 2024 03:25 PM	☒	1
Addendum_2_Office_Supply_RFP_070924 Mon May 20 2024 06:39 PM	☒	1
Addendum 1 Office Supply RFP 070924 Thu May 16 2024 02:19 PM	☒	1

EXHIBIT 1

Exhibit 1 is the "Core List" of items that represents net priced items. This list is available to view and is not included here as there are over 200 pages. Purchasing has the list on file.

Exhibit 2 – Print Services

Products: Printed Products

Standard and Custom Printed Products, including, but not limited to:

- Brand Identification Programs (business cards, stationery, etc.)
- Forms
- Labels
- Marketing Materials
- Brochures
- Rack Cards
- Direct Mail (non-complaint)
- General commercial print items
- Register Rolls and other consumables
- Wristbands
- Admission and Exit Packets (customizable)
- User documents that can be uploaded via StaplesAdvantage.com website (utilizes pre-built templates)

Prices: See below for standard Digital Document Printing pricing for all ad-hoc production orders placed online on StaplesAdvantage.com, whether Sourcewell participating entity picks up in store or has the order delivered.

Prices for all other print production is considered custom and therefore presented at time of quote.

Services: Staples can provide additional storage/warehousing services. Any Sourcewell participating entity wishing to obtain those services must sign an additional warehouse agreement with Staples. All services for print items are supported regionally with a Staples Print Account Executive. Staples will provide a dedicated online portal through StaplesAdvantage.com at no additional charge.

Product Price Changes Products:

Staples reserves the right to adjust the product prices if a Sourcewell participating entity makes any changes in the specifications for the products after the products have been scheduled for production or after the proofs have been approved by the Sourcewell participating entity.

Pricing may be adjusted semi-annually on February 1 and August 1 of each year during the Term. Vendor shall provide at least 30 days' advance notice of a request for any pricing increase.

Copy & Print Program – Document Printing

Document Printing shall be defined as ad-hoc printing needs ordered through StaplesAdvantage.com. These services include the following:

- Digital Color and Black & White Reproduction Services
- Binding & Finishing Services
- Wide Format Printing (Color and Black & White)
 - Signs, Banners, Posters

Pricing

Document Printing pricing is based upon the grid below for standard ad-hoc printing needs and the Sourcewell participating entity has the option for delivery or pick-up in Staples' retail locations in the United States.

Quick Print Pricing Options	Pricing
B&W Impression 24# White	
8.5 x 11" - Single Sided	\$0.04
11 x 17" - Single Sided	\$0.08
8.5 x 11" - Double Sided	\$0.05
11 x 17" - Double Sided	\$0.09
B/W Impression 28# White	
8.5 x 11" - Single Sided	\$0.05
11 x 17" - Single Sided	\$0.09
8.5 x 11" - Double Sided	\$0.07
11 x 17" - Double Sided	\$0.14
Color Impression 24# White	
8.5 x 11" - Single Sided	\$0.30
11 x 17" - Single Sided	\$0.42
8.5 x 11" - Double Sided	\$0.57
11 x 17" - Double Sided	\$0.77
Color Impression 28# White	
8.5 x 11" - Single Sided	\$0.31
11 x 17" - Single Sided	\$0.43
8.5 x 11" - Double Sided	\$0.59
11 x 17" - Double Sided	\$0.82
Additional Products (% off Tier 1)	
Finishing Examples	
Coil Binding - Letter - 12mm	\$2.15
Comb Binding - Letter - 1/2"	\$1.93
Clear Front Cover	\$0.27
Black Vinyl Back Cover	\$0.65
2- or 3-Hole Drilling	\$0.04
Stapling	\$0.03
Shrinkwrap	\$0.14
Folding	\$0.68
Cut per Lift	\$0.06
Poster/Standard Paper - Per/SqFt	\$0.06
Grommets (4)	\$1.01
Laminating - Per/SqFt	\$3.57

The above discounts shall not apply to any third-party and/or custom printed or promotional products (i.e., logo apparel, pens, etc.). Staples will provide custom price quotations for such products.

Custom print items will be quoted to Sourcewell participating entities on an as-requested basis. Custom print items will be produced only after approval from the applicable participating entity. Orders for the services listed above may be placed utilizing the Quick Print functionality only through StaplesAdvantage.com.

This portal is an https-secured website accessed only through StaplesAdvantage.com. This site has: live discounted pricing registered to the user profile of each participating entity, the ability to store static documents, the ability to repeat and store placed orders and reporting functions of submissions through the website.

Print Program Management & Terms

Support

- **Print Account Executive** – Staples will provide an Account Executive and/or Support team to service Sourcewell participating entity needs in the partnership.
- **National Customer Service Center** – Staples provides an 800-number call center and email support through its Print Support Center during normal business hours. Support functions include assistance with order placement, website issues and general questions.

Delivery

As Copy & Print is managed through Staples Print Production facilities, Sourcewell participating entities will be notified at the time of order placement an estimated time of arrival ("ETA").

- **Pick Up in Store** – Production times will vary based on the volume and complexity of the print job submitted.
- **Free Standard Delivery via UPS** is available for orders placed online via StaplesAdvantage.com. (Note: Staples cannot guarantee timeliness of UPS Ground delivery requests via UPS.)

Payment Method(s)

Payment methods are through the exclusive use of StaplesAdvantage.com and Sourcewell participating entities selected or in-place method of payment shall apply.

Opt-In Process

Sourcewell participating entities must complete the Staples Print Program Opt-In Form to be enrolled in this **Exhibit 2** and receive access to the pricing specified herein. Staples shall submit a copy of any executed Staples Print Program Opt-In Form and any amendments thereto with a participating entity hereunder to the Sourcewell Contract Administrator.

Variable Rate Volume Rebate Incentive Program

Staples will pay Sourcewell participating entity a variable rate volume rebate on the Sourcewell participating entity's Net Sales during each Term to be paid within forty-five (45) calendar days after the end of each Annual Period, calculated as follows:

	Tier 1	Tier 2	Tier 3
Annual Print Sales	\$20,000-\$50,000	\$50,000.01-\$100,000	\$100,000.01+
Rebate on Print Net Sales	2%	2.5%	3%

Print rebates are paid on achievement of Tier spend and must hit a minimum twelve-month threshold of \$20,000 in eligible print Net Sales to qualify. Rebate will be paid back to \$1 once threshold has been reached. Rebates to Sourcewell participating entities are paid for every active twelve-month period based on the effective date of the Staples Print Program Opt-In Form, and every twelve-month period, thereafter, provided Sourcewell participating entity continues to meet the minimum annual threshold of \$20,000 each twelve-month period.

Examples:

If Sourcewell participating entity's Net Sales in eligible Print Net Sales during an Annual Period are \$100,000.00, then the rebate amount would be \$3,000.00 calculated as follows: $\$100,000 \times 3\% = \$3,000$

If Sourcewell participating entity's Net Sales in eligible Print Net Sales during an Annual Period are \$19,999.99, then the rebate amount would be \$0 since \$20,000 in eligible Print Net Sales was not achieved.

Exhibit 4 – Staples Technology Solutions

Prices for technology items provided to Sourcewell participating entities under the Staples Technology Solutions ordering system, referred to as Sequoia (or its successor), shall be priced at the then-current List Price and may be subject to discount.

Discounts will only be applicable to pricing displayed on Staples Technology Solutions' ordering platform — orders.staplestechnologiesolutions.com.

Items that do not have an established MSRP including CTO (configure to order) and BTO (build to order) shall be quoted at the time of purchase.

Technology Product Categories	
▪ Audio, Headsets & Microphones & Speakers ▪ AV Furniture, Power Devices, Batteries & Carts ▪ Bar Code Scanners ▪ Consumer Electronics Accessories ▪ Desktops ▪ Displays, Monitors & Large Format Displays ▪ Input Devices ▪ Memory ▪ Networking, Network Devices & Accessories ▪ Notebooks ▪ Output Devices ▪ Point of Sale Equipment ▪ Printer Consumables ▪ Printers & Scanners	▪ Single/Multifunction & Office Machines ▪ Projectors ▪ Servers ▪ Software & Licensing ▪ Storage Devices ▪ Tablets & eBook Readers ▪ Tech Services, Configuration, Tech Recycling, Chrome Services ▪ Telephones Video & Audio Conferencing ▪ Televisions & Flat Panels ▪ UPS & Power Devices ▪ Video Game Consoles & Accessories ▪ Warranties ▪ Workstations

*Apple-branded products are excluded from our educational technology offering.