

**EXHIBIT A**

**Sourcewell/NJPA Contract #012320**

**With Exhibits**

## SOURCEWELL PARTICIPATING AGREEMENT

**"DRAFT VERSION"**

This Sourcewell Participating Agreement ("Participating Agreement") by and between **City of Santa Rosa** ("Buyer") and **Staples Contract & Commercial LLC**, ("Staples") is made effective as of **August 1, 2020** (the Participating Agreement Effective Date) and is attached to and governed by the Sourcewell Agreement(s) specifically marked and identified in Section 3.2 below ("Sourcewell Agreement(s)") between Staples and Sourcewell. Buyer and Staples are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the Sourcewell Agreement unless otherwise defined herein.

**WHEREAS**, Buyer, a member of Sourcewell (as defined below), and Staples desire to enter into this Participating Agreement pursuant to which Buyer may participate in the Sourcewell Program to purchase Products (as defined below).

**NOW, THEREFORE**, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1.0 Previous Participating Agreement(s).** The Parties acknowledge and agree that this Participating Agreement shall replace and supersede any previous Participating Agreement including any amendments attached thereto as of the Participating Agreement Effective Date set forth in paragraph 1 above.

**2.0 Term.** The term of this Participating Agreement with respect to Buyer shall commence on the Participating Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the Sourcewell Agreement, or (ii) the date at which Buyer ceases to be a Member of Sourcewell ("Participating Agreement Term"). In the event that the Participating Agreement terminates or expires pursuant to (i) or (ii) above, Staples agrees to offer Buyer the option to enter into a separate agreement with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.

### **3.0 Definitions.**

3.1 **Sourcewell.** The Sourcewell is public agency serving as a national government/education contracting agency. Sourcewell was created and organized under the "Service Cooperative" section of the Minnesota Statute, M.S. 123A.21. Sourcewell is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

3.2 **Sourcewell Program.** The specific program(s) checked below:

**Supplies Program.** Office, school, and other workplace-related supplies and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE SUPPLY CATALOG SOLUTIONS pursuant to RFP award #012320-SCC as amended from time to time.

**Furniture Program.** Furniture with related accessories and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of FURNITURE WITH RELATED

ACCESSORIES AND SERVICES pursuant to RFP award #121919-SCC as amended from time.

- 3.3 **Products.** All items included in the Sourcewell Program that Buyer purchases or may purchase from Staples.
- 3.4 **Purchase Orders.** Unless otherwise agreed by the parties in writing, all purchase orders issued by Member during the Term of this Participating Agreement shall be governed only by the terms and conditions of this Participating Agreement notwithstanding any preprinted language on Member's purchase order or Staples' acknowledgement thereof.
- 4.0 **Buyer Representations and Warranties.** Buyer hereby represents and warrants that:
- 4.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the Sourcewell Program pursuant to Minnesota Statute 123a.21;
- 4.2 it is a Sourcewell member and will maintain its Sourcewell membership during the Participating Agreement Term;
- 4.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- 4.4 as a member of Sourcewell, Buyer may participate in the Sourcewell Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the Sourcewell Agreement and terms and conditions of this Participating Agreement
- 5.0 **Prices.** Prices for Products are available at the time of purchase on [www.StaplesAdvantage.com](http://www.StaplesAdvantage.com) or as otherwise provided by the Sourcewell Program.
- 6.0 **Rebates.**
- 6.1 There are no rebates associated with this Supplies Program Participating Agreement.
- 7.0 **Conflict.** In the event of conflict between this Participating Agreement and the Sourcewell Agreement, the terms and conditions of this Participating Agreement shall control.
- 8.0 **Termination.** Either Party may terminate this Participating Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Parties have executed this Participating Agreement under seal as of the Participating Agreement Effective Date.

**BUYER NAME**

**STAPLES CONTRACT & COMMERCIAL LLC**

By its authorized agent:

By its authorized agent:

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Address for Notices:**

**Address for Notices:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staples Contract & Commercial LLC  
500 Staples Drive  
Framingham, MA 01702

ATTN: \_\_\_\_\_

ATTN: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**with a copy to: General Counsel (Ref: \_\_\_\_\_ )**



**Solicitation Number: RFP#012320****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 (Vendor).

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.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective August 1, 2020.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 6, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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

**B. LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

**C. WARRANTY.** Vendor warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Vendor will pass through all manufacturers' warranties to Member (copies of such manufacturer warranties provided upon request). Vendor 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 Vendor's samples, if any. Vendor 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 Vendor and Member.

Additional warranties applicable to specific product categories, if any, are set forth in Vendor's Proposal.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**D. DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

Vendor 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 Sourcewell participating Member with reference made to this Contract. These affiliates include, but are not limited to, DEX Imaging, LLC, a leading nationwide managed print services provider.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

Vendor will use commercially reasonable efforts to ship Products ordered by Members before 4:00 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, Member will be notified of a delay and Vendor will deliver the delayed Product as promptly as commercially practicable. Vendor will treat delayed orders as active until Member contacts Vendor and provides other instructions. 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. Title and risk of loss for the Products will pass to Member at the time the Products are delivered to Member. Eligible products purchased online and picked up at a Vendor 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. Member'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 Member,

if applicable. Unless otherwise agreed by Vendor and a Member all orders shall be subject to a minimum order size of 35.00 per order. If an order below this amount is placed, the Member will be informed it cannot be processed.

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. Vendor 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. All shipments to Alaska or Hawaii will be subject to a 25% surcharge.

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

**C. HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 Request Form will become an amendment to this Contract and 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 Members. 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 biannually on August 1st and February 1st of each year during the term that this contract is in effect. Vendor 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 toner, ink, IT hardware, copy paper and furniture that Members purchase from Vendor.

**Extraordinary Market Events.** Vendor 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. Vendor will work with Sourcewell and affected Members to identify alternative products to mitigate the impact of the foregoing where possible.

**Updated Items.** For purposes of contract management, Vendor 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 Vendor and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. Vendor 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.** Vendor may offer additional pricing discounts, rebates and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Vendor.

**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.** 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.

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

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print & Copy Program
- Exhibit 3 – Promotional Products Program
- Exhibit 4 – Staples Technology Solutions
- Exhibit 5A – Managed Print Services Capabilities
- Exhibit 5B – Managed Print Services Pricing
- Exhibit 5C – Managed Print Services Sample Agreement

**Tier One Diversity Program.** Vendor reserves the right to implement a pricing upcharge when setting up a Tier One program for any Participating Member to reflect the additional cost of the diversity supplier's program.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

**A. MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

Notwithstanding anything to the contrary a Member's participation hereunder including for the avoidance of doubt and extension of credit hereunder is contingent upon Member's satisfaction of Vendor's standard credit requirements. Vendor also reserve the right to refuse sales of Products to Members reselling such Products. To the extent a Member has a pre-



existing separate agreement with Vendor, Vendor reserves the right not to sell products and services under multiple agreements to that Member. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Member by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Member.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

**A. PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

**B. ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

**C. PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

**D. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.

**E. TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;

2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;

- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

**B. ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (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 Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Members' 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 half of one percent (0.5%) administrative fee for participating Members' aggregate Net Sales under the managed print services ("MPS") program of the Contract and one quarter of one percent (0.25%) on technology product Net Sales.

**Net Sales.** Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

This Section shall not apply to Vendor's delivery, installation, design, repair, or refurbishment obligations hereunder, which Vendor may subcontract to reasonably qualified third parties.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

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. AUDITS**

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of three (3) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Vendor's corporate offices. If a third-party consultant or auditor is used, Vendor may require the execution of a confidentiality agreement prior to receiving access to any records.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Members by any person on account of the use of any Equipment or Products by Sourcwell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

## **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcwell. Materials should be sent to the Sourcwell Contract Administrator assigned to

this Contract. Any use by Sourcewell of Vendor's trademarks, logos, or other intellectual property shall be subject to Vendor's prior written consent.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. 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.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.



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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

## **20. INSURANCE**

**A. REQUIREMENTS.** At its own expense, Vendor 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.*** Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, 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-Completed operations

\$2,000,000 general aggregate

3. ***Commercial Automobile Liability Insurance.*** During the term of this Contract, Vendor 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).

Minimum Limits:

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

4. ***Umbrella Insurance.*** During the term of this Contract, Vendor 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 Liability.*** During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000

6. ***Network Security and Privacy Liability Insurance.*** During the term of this Contract, Vendor 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 Vendor'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

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

**B. CERTIFICATES OF INSURANCE.** Upon commencing under this Contract, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

**C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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 maintained by the additional insureds. Notwithstanding the minimum limits of coverages set forth herein, Vendor shall name Sourcewell and its Members, including their officers, agents, and employees as an additional insured for the full limits of insurance coverage, including but not limited to any excess policy coverage, purchased by Vendor.

**D. WAIVER OF SUBROGATION.** Vendor 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. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required insurance maintained by the Vendor

**E. UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

## **21. 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.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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).** Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

## **24. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Member by delivering not less than ninety (90) days prior written notice thereof to Sourcwell and the applicable Member.

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 4/2/2020 | 1:37 PM CDT

Staples Contract & Commercial LLC

DocuSigned by:  
By: Joanne Harris  
4871E6FEB760485...  
Joanne Harris

Title: Chief Commercial Officer

Date: 4/9/2020 | 11:29 AM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A84CC...  
Chad Coauette

Title: Executive Director/CEO

Date: 4/9/2020 | 11:30 AM CDT

# RFP 012320 - Office Supply Catalog Solutions

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## Vendor Details

Company Name: Staples Contract & Commercial LLC  
Does your company conduct business under any other name? If yes, please state: See Staples W-9 for list of company names  
Address: 500 Staples Drive  
Framingham, MA 01702  
Contact: Don Hasch  
Email: don.hasch@staples.com  
Phone: 714-868-4274  
HST#: 04-2896127

## Submission Details

Created On: Thursday December 05, 2019 16:29:54  
Submitted On: Thursday January 23, 2020 14:19:24  
Submitted By: Don Hasch  
Email: don.hasch@staples.com  
Transaction #: 03530933-5d38-4e03-a53c-27c14c4f6471  
Submitter's IP Address: 170.37.244.38

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):   | Staples Contract & Commercial LLC (Staples)  |
| 2         | Proposer Address:   | 500 Staples Drive, Framingham, MA 01702  |
| 3         | Proposer website address:   | www.StaplesAdvantage.com   |
| 4         | 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): | Joanne Harris<br>Chief Commercial Officer, Staples<br>500 Staples Drive, Framingham, MA 01702<br>Email: joanne.harris@staples.com<br>Phone: (508) 253-5000   |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):   | Don Hasch<br>Senior Manager - SLED Team (State, Local, and Education)<br>16501 Trojan Way, La Mirada, CA 90638<br>Email: don.hasch@staples.com<br>Phone: (714) 868-4274  |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  | Jeremy Landis<br>Area Vice President - Vertical Markets<br>1945 Old Gallows Rd, Suite 200, Vienna, VA 22182<br>Email: jeremy.landis@staples.com<br>Phone: (571) 581-3829<br><br>Joseph Gorman<br>Vice President - Commercial Sales<br>1414 Radcliffe Street, Suite 110, Bristol, PA 19007<br>Phone: (215) 292-3160<br>Email: joseph.gorman@staples.com |

**Table 2: Company Information and Financial Strength**

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

|   |   |   |
|---|---|---|
| 7 | <p>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.</p> | <p>Staples, The Worklife Fulfillment Company, has 33 years of expertise helping organizations of all sizes be more productive, connected and inspired — however and wherever they work today. With dedicated account teams, category professionals, innovative brands and a curated assortment for business, Staples provides customized solutions to help organizations achieve their goals. Headquartered near Boston, Staples operates in North America.</p> <p>As the pioneer of office solutions, Staples knows work is more than a job. It is a sense of purpose and fulfillment that defines us. As "The Worklife Fulfillment Company", we have programs that fit every size organization, from a one-person office to the Fortune 100 organization, across all industries, including academic institutions, healthcare, state and federal governments. We're here to help with products, services and solutions, combined with our expertise, best-in-class national distribution, customer service, competitive pricing and state-of-the-art e-commerce site.</p> <p><b>WORKLIFE PRODUCTS &amp; SOLUTIONS</b></p> <p>Our products, services and technology are thoughtfully designed and sourced for the way you work and live. We'll help you and your teams with Worklife:</p> <ul style="list-style-type: none"> <li>• Productivity – Helping customers and their teams do more.</li> <li>• Connectivity – Building better communication and ways of working.</li> <li>• Inspiration – Inciting creative thinking through spaces that feel good.</li> </ul> <p><b>YOU CAN COUNT ON US</b></p> <ul style="list-style-type: none"> <li>• Reliable financial stability allows us to continually evolve to meet the needs of our customers, as a strong stable supplier.</li> <li>• Community involvement with 42,000 associates across the U.S. who live and work where your Members do.</li> <li>• Eco-responsible business partner to help customers boost everyday sustainability.</li> </ul> |
|---|---|---|

|   |   |  |
|---|---|--|
| 8 | Provide a detailed description of the products and services that you are offering in your proposal. | <p>From business essentials to facility supplies, and custom print to furniture, Staples offers an unmatched selection of products and services, saving your participating Members the time and expense of dealing with multiple vendors. With free next-day delivery available for more than 500,000 products on our e-commerce site, our industry-leading breadth and depth of solutions includes:</p> <p><b>INNOVATIVE PRODUCT SOLUTIONS</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last.</li> <li>• NXT Technologies – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.</li> <li>• Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor.</li> <li>• Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.</li> <li>• Union &amp; Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.</li> </ul> <p>We've simplified our product assortment to focus on the right choices for business and institutions versus every product out there. So, it will be easier for your participating Members to get exactly what they need.</p> <ul style="list-style-type: none"> <li>• Business Essentials – Staples can help participating Members search for a better way. We fulfill the essentials for teams to be more productive, more organized and more inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products.</li> <li>• Facility Solutions – We know that results matter. We can work with participating Members to provide a clean, efficient and seamlessly stocked workspace. Our Facility Solutions offering includes a wide selection of products from best-in-class manufacturers, including Diversey, GOJO, Georgia-Pacific, Kimberly-Clark and Rubbermaid. Our exclusive BluPrint™ site assessment tool helps to analyze participating Members' facilities operations to offer cost saving recommendations.</li> <li>• Furniture Solutions – We can work with participating Members on their journey to create a productive, collaborative environment with inspired workspaces through our products, technology, people and services. Our Furniture Solutions offering provides access to more than 250 best-in-class manufacturers, including Allsteel, HON, Global and National.</li> <li>• Print &amp; Marketing Services – We can create custom print essentials and high-quality products through our expertise and technology. Every year, we handle more than 396,000 print jobs. It is clear customers are already choosing Staples as their trusted print provider.</li> <li>• Technology Solutions – We offer differentiated and thoughtfully designed tech products and exclusive brands. 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.</li> <li>• Breakroom Solutions – We can help participating Members create a more connected and inspired workspace with a complete breakroom experience. From coffee and coffee brewers to water coolers, cutlery and snacks, the wide variety of products we offer in this category continues to match the needs of every generation in the workforce. Our breakroom specialists are ready to analyze your space and provide cost saving recommendations.</li> <li>• Pack &amp; Ship Solutions – We can unlock advancements through our products, people and supply chain. We can help keep your operations running smoothly. From sourcing package-specific tape to helping lower your damage rate, our Pack &amp; Ship Specialists partner with you to drive efficiency in your participating Members' operations.</li> <li>• Staples Promotional Products – With more than one million products plus well-cultivated relationships with a global supply network, Staples can help participating Members create unique branded solutions for all their buying needs.</li> </ul> |
| 9 | What are your company's expectations in the event of an award?                                      | <p>Our expectation is to build on our already strong and dynamic partnership, and to continue to drive tremendous value, efficiencies and savings to existing and future Sourcedwell Members. Our hope is that many more Sourcedwell Members will join the thousands of existing participating Members currently enjoying the benefits that our Sourcedwell awarded contracts offer. Our goal is to enhance our value in becoming a true sustainable resource for your Members, providing industry intelligence, advice and research collateral to further supplement the products/services we have offered in the past. Our expectation is to continue the trend of exponential sales growth year over year that we have experienced as a contract award holder for the past 15 years.</p>  |



|    |  |   |
|----|--|---|
| 10 | 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 represents that it has the financial resources available to perform its obligations under an agreement reached between Staples and Sourcewell. Please see Attachment 1 for Staples' Bank and Trade References. Staples became a private company in 2017 and no longer publicly reports our financial information. Staples can provide limited financial information directly to Dr. Chad Coauette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. If provided, please note that our financial information would be considered Trade Secret.  |
| 11 | What is your US market share for the solutions that you are proposing?   | 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. We have programs that fit every size organization, across all industries. As a private company, Staples considers our market position confidential, however, Staples serves more than 2.5 million small, mid-size and commercial enterprise business customers, including many of the largest and most trusted companies and institutions in the U.S.  |
| 12 | What is your Canadian market share, if any?  | Please see our response to Question 11 above.   |
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No. Staples Contract & Commercial LLC has never been the subject of a bankruptcy action.  |
| 14 | 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.<br>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?<br>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) a distributor/dealer/reseller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Upon request, Staples is willing to provide Sourcewell with specifics of our authorization as a reseller from any of the manufacturers we represent. 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 Member with reference made to the Staples/Sourcewell contract. These affiliates include DEX Imaging LLC, a leading nationwide managed print services provider.  |
| 15 | 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:<br>• Delivery: We utilize a combination of our own fleet and carefully selected third-party courier providers to supplement our territory reach as needed.<br>• Service, Installation & Repair: Some product lines, such as managed print services, furniture and facility solutions may involve service, repair and installation functions.<br>• Diversity One Program: Staples has established strategic alliances with highly respected diverse and small business suppliers who have extensive experience serving the public sector and large institutional customers. We will be happy to share additional information with Sourcewell upon request. |
| 16 | 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.  |
| 17 | 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 Members 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, transactional furniture, print, promotional products, technology hardware and software as well as mobile peripherals including tablets, and more. Staples continues to invest in and expand into these and many other product segments based on customer and industry demand.  |

**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   | <p>Thanks to the collaborative effort of our leadership team and our associates around the world, Staples continuously receives awards and accolades for our service and corporate responsibility.</p> <p><b>COMPANY RANKINGS</b></p> <ul style="list-style-type: none"> <li>• #20 on Forbes America's Largest Private Companies list for 2018</li> <li>• #4 on Modern Distribution Management's Top Jan/San Distributors list for 2018</li> <li>• #2 on Advertising Specialty Institute's Top 40 Promotional Products Distributors list for 2019</li> <li>• #63 on National Retail Federation's Top 100 Retailers list for 2019</li> </ul> <p><b>ENVIRONMENTAL AWARDS &amp; RECOGNITIONS</b></p> <ul style="list-style-type: none"> <li>• Awarded U.S. EPA's ENERGY STAR Partner of the Year-Sustained Excellence in 2019 for the 10th year</li> <li>• S&amp;P Global Platts Grid Edge Award Finalist 2018</li> <li>• Ranked #13 among retailers on the 2018 Green Power Top Partnership list from the U.S. EPA</li> <li>• S&amp;P Global Platts Corporate Social Responsibility Award Winner 2017</li> <li>• Selected as component of the Dow Jones Sustainability Indices in 2017 for the 14th consecutive year</li> <li>• Received the 2016 Alliance to Save Energy's Built Environment Star of Energy Efficiency Award for our commitment to reducing energy consumption and improving efficiency in stores</li> </ul> <p><b>DIVERSITY AWARDS &amp; RECOGNITIONS</b></p> <ul style="list-style-type: none"> <li>• Lesa Rivers, Director of Supplier Diversity, nominated as one of 2014's Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine</li> <li>• Named one of the 2018 Best Places to Work for LGBTQ Equality by the Human Rights Campaign for eight consecutive years</li> </ul> <p><b>SUPPLIER AWARDS</b></p> <ul style="list-style-type: none"> <li>• NJPA (Sourcewell) Legacy Award (2015)</li> <li>• HP U.S. Partner to Watch (2017)</li> <li>• HP U.S. Supplies Partner of the Year (2017)</li> <li>• CBRE Supplier of the Year (2017)</li> </ul> |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | <p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$70M in state and municipal government sector sales annually under our Sourcewell awarded contracts. Staples' response to question 19 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>   |
| 20        | What percentage of your sales are to the education sector in the past three years  | <p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$160M in education sector sales annually under our Sourcewell awarded contracts. Staples' response to question 20 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>   |
| 21        | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Staples holds the following national public sector cooperative contracts:</p> <ul style="list-style-type: none"> <li>• Sourcewell</li> <li>• NASPO ValuePoint</li> <li>• NPP Gov</li> <li>• E&amp;I</li> </ul> <p>Staples holds numerous state office products purchasing contracts throughout the U.S, including multiple states that have adopted our existing Sourcewell 010615-SCC Office &amp; Related Supplies contract as their state office supplies contract vehicle. Staples considers corporate financial information to be proprietary.</p>   |
| 22        | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?                             | <p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> <li>• 47QSEA19D008T – Schedule 75: Enhanced SIN for Office Supplies &amp; Services/Office Supplies 4th Generation (OS4)</li> <li>• GS-07F-035BA – Schedule 73: Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services</li> <li>• GS-28F-018AA – Schedule 71: Furniture</li> <li>• GS-03F-051GA – Schedule 78: Sports, Promotional, Outdoor, Recreation, Trophies and Signs</li> </ul> <p>Staples considers corporate financial information to be proprietary.</p>   |

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible for Sourcewell membership.

| Entity Name *                                | Contact Name *          | Phone Number * |   |
|--|-------------------------|----------------|---|
| Hillsborough County Public Schools (Florida) | Cristine Jones, CPPB    | (813) 272-4370 | * |
| County of Orange (California)                | Yarida Guzman           | (714) 567-7368 | * |
| County of Sacramento (California)            | Craig Rader, CPPO, CPPB | (916) 876-6362 | * |

**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 * |   |
|--|---------------|--------------------|---|---|----------------------------------|---|
| Chicago Public Schools                         | Education     | Illinois - IL      | Office Supplies and related products and services | Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers. | Proprietary Information          | * |
| Hillsborough County Public Schools             | Education     | Florida - FL       | Office Supplies and related products and services | Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers. | Proprietary Information          | * |
| Anoka Hennepin Independent School District #11 | Education     | Minnesota - MN     | Office Supplies and related products and services | Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers. | Proprietary Information          | * |
| University of Colorado                         | Education     | Colorado - CO      | Office Supplies and related products and services | Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers. | Proprietary Information          | * |
| County of Orange                               | Government    | California - CA    | Office Supplies and related products and services | Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers. | Proprietary Information          | * |

**Table 6: Ability to Sell and Deliver Service**

**Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 * |
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| 25 | Sales force.                                  | <p>Staples has a national service footprint and provides sales coverage to nearly the entire U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 4,500 sales associates dispersed in every major city and market so that we are close to your Members and can quickly meet their needs. Please see Attachment 2 for details on our sales offices nationwide.</p> <p>Our national account management model leverages a single, centralized point of contact for each participating Member. The Account Manager is empowered to make most decisions regarding pricing, contractual terms and service commitments on a day-to-day basis. Of equal importance is the streamlined internal process we have in place to escalate issues requiring management input or approval. This process enables our Account Managers to provide timely responses to any issue, large or small.</p> <ul style="list-style-type: none"> <li>• Business Development – Responsible for communicating the benefits and value of Staples and our offerings to potential new participating Members</li> <li>• Account Manager – Member's partner to provide insights and recommendations on Worklife Solutions</li> <li>• Category Account Executive – Focuses on specific Staples product categories leveraging their in-depth knowledge and expertise to fully support participating Member needs</li> <li>• Customer Success Consultant – Member's support to help with their day-to-day needs</li> <li>• Site Management Team – Team that proactively ensures compliance of each program in all locations</li> <li>• Category Professionals – Industry experts in facilities, technology, furniture, print and promotional products that provide assessments to recommend efficiencies and savings</li> <li>• Customer Service – Live knowledgeable representatives available to get answers fast while shopping on our ordering site through live chat and standing by to help via email and phone</li> </ul> |
| 26 | Dealer network or other distribution methods. | <p>Staples is best described as a distributor/dealer/reseller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Upon request, Staples is willing to provide Sourcewell with specifics of our authorization as a reseller from any of the manufacturers we represent.</p> <p>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 Member with reference made to the Staples/Sourcewell contract.</p>   |
| 27 | Service force.                                | <p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 8,900 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 550 customer service associates in our call centers, including representatives who process fax orders, answer customer emails and provide agent support.</p> <p>Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating Members 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 Members accurately, on time, complete and undamaged. Please see Attachment 3 for a list of our fulfillment centers in the U.S.</p>   |

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| 28 | 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.  | <p>At Staples, we have a team by each participating Members side, dedicated to serve. Staples owns and operates four North American call centers staffed with highly trained Staples associates. Additional support is provided offshore, as needed, to reduce wait times and ensure ample coverage for our customers nationwide. All customer service associates provide expert support for more than five million customer inquiries per year.</p> <p>To drive higher customer satisfaction, Staples provides:</p> <ul style="list-style-type: none"> <li>• A One &amp; Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact.</li> <li>• Direct Connection to a Live Representative – Participating Members will always reach a Staples Customer Service Representative right away. Our goal is to answer calls within 30 seconds and reply to emails within four hours.</li> <li>• A Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive three-week training program covering customer service skills, problem resolution and product information.</li> <li>• Proactive Alerts – If a delivery delay is expected, we'll let the Member know.</li> <li>• A Continuous Feedback Loop – We review all customer feedback and if the Member is not satisfied, we follow-up with them to make things right.</li> </ul> <p><b>SERVING SOURCEWELL MEMBERS' NEEDS</b></p> <p>Our Customer Service Representatives have access to all the details necessary to provide service specific to participating Members' business, and even their location. The Staples Customer Service team is their first line of contact for:</p> <ul style="list-style-type: none"> <li>• Login support and password resets</li> <li>• New user set up and adding ship-to locations</li> <li>• Assisting with online profile management</li> <li>• Aiding with account setup, expedited ordering and research</li> <li>• Pricing inquiries and special orders processing</li> <li>• Delivery and backorder tracking</li> <li>• Billing and tax exemption questions</li> </ul> <p>Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. EST by email, phone or via live chat on StaplesAdvantage.com.</p> <p><b>CALL CENTER STRUCTURE</b></p> <ul style="list-style-type: none"> <li>• Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with participating Member and develops a strong knowledge of the specifics of their account.</li> <li>• Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies.</li> <li>• Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced.</li> <li>• Customer Operations Team – Communicates with participating Member about next-business-day delivery exceptions and rare instances of product cancellations.</li> <li>• Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends important to the business. Coaches both managers and associates to improve the quality of customer interactions.</li> </ul> <p><b>MANAGED PRINT SERVICES</b></p> <p>DEX Imaging's Managed Print Services help participating Members create a more efficient, customized and sustainable printing network. DEX Imaging's customer service outreach is a multi-faceted group. There is customer service through each touchpoint of the process: initial meeting, implementation, and ongoing management – making up the participating Member's account team. The DEX Imaging Account Sales Manager is their main point of contact for their MPS program and is in contact with the Member from pre-sale forward. Their customer service representative is involved in the coordination and participation for the installation, setup, and provides solutions for various technological devices while overseeing the customer database. Their project manager is responsible for the implementation of their devices from sale to delivery. With any equipment troubles, there is a 3-layer approach. Participating Members will speak to either Customer Service, a Service Engineer or have a Service Technician dispatched, depending on the complexity of their issue. DEX Imaging's service department has a historical 99.98% approval rating, due in large part to the exclusive Customer Care Program we've implemented.</p> |
| 29 | 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 for Hawaii and other U.S. territories. Please see Question 31 below for more details. Staples is not including Canada in the scope of our proposal.   |
| 30 | Identify any Sourcewell Member 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 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.  |

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| <p>31</p> | <p>Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.</p> | <p>Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Member.</p> <p>Delivery to Alaska or Hawaii. The following additional delivery terms apply for shipments to Alaska or Hawaii: Shipments up to 159 lbs. will be shipped with transit times of two to three (2 to 3) business days. Shipments over 159 lbs. or items which cannot be shipped via normal means, including any items which are classified as hazmat or ORM-D (other regulated materials for domestic transport only), are shipped via ocean freight. Staples' policies prohibit shipment of any fully regulated hazmat items. Such items must be shipped directly from the vendor. Ocean shipments will be delivered approximately fourteen (14) calendar days from the date of shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge to help offset the cost of freight.</p> <p>Every country has specific requirements in which both the exporter and importer must follow; here are some additional specific details for U.S. Territories and Possessions:</p> <p>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 exported to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door-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.</p> <p>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 these locations. 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.</p> <p>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.</p> <p>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.</p> |
|-----------|--|--|

**Table 7: Marketing Plan**

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

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|----|--|--|
| 32 | 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. | <p>Staples response to questions 32 through 34 of this section should be considered as "Trade Secret".</p> <p>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.</p> <ul style="list-style-type: none"> <li>• Business Development - prospecting and acquisition process <ul style="list-style-type: none"> <li>o Continue to focus efforts on acquisition of participating Members in the public sector through the Sourcewell contract</li> <li>o Leverage the unique skills and strengths of our mid-market teams for small and medium sized Members and our enterprise teams for larger more complex Members</li> </ul> </li> <li>• New Account Management - new account implementation and ramp <ul style="list-style-type: none"> <li>o Implement accounts with specificity, efficiency and speed</li> <li>o Comprehensive program training</li> </ul> </li> <li>• Existing Account Management - existing account communication and penetration <ul style="list-style-type: none"> <li>o The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction</li> </ul> </li> <li>• Ongoing Internal Training and Education <ul style="list-style-type: none"> <li>o Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce</li> </ul> </li> </ul> <p>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 Members and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Attachment 4 – Sourcewell Marketing Plan.</p> <p>We have also included representative samples of some of the marketing materials we make available to your participating Members. Actual examples can be provided upon request.</p> <p>The plan:</p> <ul style="list-style-type: none"> <li>• Is a complete lifecycle of internal and external tools that ensures contract promotion through proven best-practices and constant innovation</li> <li>• Relies on the committed resources of the entire Staples organization, supported by our senior management team <ul style="list-style-type: none"> <li>o Utilizes a full range of tools and technology including, but not limited to: <ul style="list-style-type: none"> <li>o Online and in-person training tools and techniques</li> <li>o 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.</li> <li>o Internal instructional website presence for sales education</li> <li>o Public-facing website presence for current and prospective Sourcewell participating Members</li> </ul> </li> </ul> </li> </ul> |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>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. Attached is the comprehensive marketing plan that we have developed to support marketing offerings to support Sourcewell Members. Our marketing plan promotes awareness of the Sourcewell contract to your Members utilizing our marketing technology and ecommerce platform StaplesAdvantage.com</p> <p><b>ACCOUNT BASED MARKETING (ABM) - USER-FOCUSED</b></p> <p>To ensure compliance, Staples can use digital retargeting and content syndication to proactively communicate to Sourcewell's membership in order to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract.</p> <p><b>STAPLESADVANTAGE.COM/SOURCEWELL MICROSITE</b></p> <p>Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples Contracts:</p> <ul style="list-style-type: none"> <li>• Overall Program Highlights</li> <li>• Contract Highlights</li> <li>• Ordering Overview</li> <li>• Product and Service Overview</li> <li>• Contact Information</li> <li>• Messaging from Sourcewell</li> <li>• Link to <a href="http://www.StaplesAdvantage.com/Sourcewell">www.StaplesAdvantage.com/Sourcewell</a> for more information</li> </ul>   |



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| 34 | 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?                     | <p>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:</p> <ul style="list-style-type: none"> <li>• The ongoing collaboration between Sourcewell and Staples that allows for the optimization of identifying, soliciting and acquiring participating Members and contract participants.</li> <li>• The regular communication of industry and public procurement conditions that will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly.</li> <li>• The identification and creation of opportunities that allow Staples to provide Sourcewell participating Members its entire scope of products and services. While providing an increasingly attractive value proposition for prospective Members and a compelling source of value for participating Members.</li> <li>• Assistance in identifying Sourcewell participating Members to provide account of their contract success, these successes would in turn be used to acquire new participating Members to the Sourcewell/Staples contract.</li> <li>• The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows.</li> <li>• 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.</li> </ul>  |
| 35 | 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. | <p>Yes. At StaplesAdvantage.com, participating Members can do more than just order the products they need. Our site is fully customizable to their unique requirements. 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 over 300 third-party purchasing platforms.</p> <p><b>EASY ORDERING TOOLS</b></p> <p>StaplesAdvantage.com provides features and functionalities to streamline participating Members' ordering process while minimizing time spent on purchasing the items their organization needs to succeed. Key features include:</p> <ul style="list-style-type: none"> <li>• Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security.</li> <li>• Easy Search &amp; 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 their criteria. Narrow results by category, brand or your recently purchased items. Advanced search with auto-suggest terms to find what they want fast and the ability to add to their cart from search to save time.</li> <li>• Shopping Lists – Create, save and share lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance.</li> <li>• Order Status &amp; Tracking – View details on all orders placed in the past 90 days, track their orders and view proof of delivery.</li> <li>• Online Returns – Process returns by clicking Return an Item from the My Order Status page.</li> <li>• Ink &amp; Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows end users to save printer information. Or choose from a range of free recycling options by clicking Recycle Ink &amp; Toner.</li> <li>• Favorite Items – 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.</li> <li>• Time to Reorder – View and reorder items ready for replenishment right from your Home page, based on purchasing history. Frequently purchased items now include a list of products purchased over a one-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history.</li> <li>• Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a similar item with a lower price is available.</li> <li>• Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates.</li> <li>• Robust Help Center – 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.</li> </ul> <p><b>ONLINE PROCUREMENT CONTROLS</b></p> <p>Participating Members can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with their existing e-procurement systems or on its own. We offer:</p> <ul style="list-style-type: none"> <li>• User &amp; Location Management – Easily add new users, supervisors and account administrators and remove or add shipping locations.</li> <li>• Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department.</li> <li>• Small Order Controls – To maximize efficiencies, implement order controls that prevent users from placing orders under a minimum amount.</li> <li>• Customization Features – Customize your platform with special instructions and messages to keep users in program compliance.</li> </ul> <p><b>MOBILE CAPABILITIES</b></p> |



Participating Members 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 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**

Participating Members can easily access on-demand reports on StaplesAdvantage.com

- 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.

**SCALABILITY**

If a participating Member has a surge in new hires or acquires a new division, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet their 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.

**MANAGED PRINT SERVICES**

DEX Imaging's e-info and Patrol work together as an online reporting channel for participating Members' Printer Fleet. The e-info portal allows the client-based management of an account. Using e-info gives Members the ability to manage devices online by ordering supplies, checking status orders, initiating service requests, inputting meter reads, and generally reviewing all accounting facets. This information is extracted from the Patrol Wi-Fi device we install on all printers on the day of delivery. Patrol safely and securely receives real-time printer information from your print network to order supplies and monitor print volumes, providing the necessary information for powerful reports on printing efficiency. *No more wasted staff time with supply ordering or meter readings — the Patrol device will let us know when to ship toner or schedule routine maintenance.*

**Table 8: Value-Added Attributes**

| Line Item | Question | Response* |
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| 36 | Describe any product, equipment, maintenance, or operator training programs, and any on-boarding resource or training that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Staples can introduce a comprehensive communication campaign prior to program launch to ensure participating Member's employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure participating Member's employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. Our Field Marketing team will customize a plan to maximize program awareness at all your locations, including providing information on available trainings.</p> <p>Tools and support materials are always available at <a href="http://StaplesAdvantage.com/Information">StaplesAdvantage.com/Information</a>. Customized materials can be provided upon request. Training sessions can also be scheduled as needed throughout the life of your program.</p> <p><b>JANITORIAL TRAINING PROGRAMS</b></p> <p>To create a successful janitorial program for participating Members, Staples provides customized training programs to demonstrate the best procedures for your staff to use our products. By employing the correct procedures and techniques, Members' facilities staff will dramatically reduce its labor and product costs, increase productivity and improve their sustainability program.</p> <p>We have a dedicated Facilities Technical Training team for both customer 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.</p> <p>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 onsite and web-based programs, as well as in-person at our training facility in Aurora, Colorado.</p> <p>The courses we provide include:</p> <ul style="list-style-type: none"> <li>• Introduction to cleaning</li> <li>• General safety</li> <li>• Hard floor care</li> <li>• Restroom care</li> <li>• General cleaning</li> <li>• Carpet care</li> <li>• Hazard communication</li> <li>• Customer service</li> </ul> <p>Completion of our training program qualifies participating Members' employees for ISSA CITS Master Cleaner Certification.</p> <p><b>PRINT &amp; MARKETING TRAINING</b></p> <p>Participating Members will receive customized training and extensive ongoing support from your Staples account team to ensure a successful program launch. Your Print &amp; Marketing Account Executive can provide training for your users. It's our goal to make ordering your print products simple and easy.</p> <p>About four weeks prior to the go live date, our Field Marketing team will create an announcement for Members 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 your new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print &amp; Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details.</p> <p>Once the program launch is complete, participating Member's Print &amp; Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.</p> <p><b>MANAGED PRINT SERVICES</b></p> <p>Training for printers and copiers will be performed upon delivery of new equipment and offered through the term of the agreement at no charge. Training is provided by either the DEX Imaging Help Desk Team, Customer Service Team, or our Systems Engineer team. Users will be given key-op training and instructions sheets for better understanding of the equipment. Initial training happens at install and should include all users pointed to a specific device. Multilayer training is available for users of different skill levels. Training will include functionality of the device, operating within the workflow of a specific department, responsible use of the equipment, describing policies set forth by the Administration team as well as general use directions. Ongoing training can be scheduled with the account team and is suggested for new employees, workflow changes, departmental changes and new policies implemented by the facility.</p> |
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| 37 | Describe any technological advances that your proposed products or services offer.  | <p>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:</p> <p><b>WORKLIFE PRODUCTS &amp; SOLUTIONS</b></p> <p>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.</p> <ul style="list-style-type: none"> <li>• Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last.</li> <li>• NXT Technologies. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.</li> <li>• Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor.</li> <li>• Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.</li> <li>• Union &amp; Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.</li> </ul> <p><b>BLUPRINT™ SITE ASSESSMENT TOOL</b></p> <p>The Staples BluPrint app is the industry's first and only mobile solution for site assessments for janitorial and facilities programs. Using this innovative tool, the Staples Facilities Specialist can take pictures of various areas and have a conversation with the facility manager about their recommendations for enhancing current assets. Later, a report is generated that includes those pictures as well as a written description of the recommendation and rationale behind it. Then, the Staples Facilities Specialist shares a customized presentation translating our findings into a straightforward, impactful current versus future state comparison.</p> <p><b>SMARTSIZE PACKAGING™</b></p> <p>Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out award-winning SmartSize technology to most of our U.S. fulfillment centers that tailors box sizes to the exact size of the order. In addition to utilizing about 20% less corrugate, SmartSize lessens our use of air pillows by approximately 60%. In addition, it not only reduces packaging waste, but helps optimize the available space of our courier vehicles.</p> <p><b>ROBOTIC MATERIAL HANDLING SOLUTION</b></p> <p>Staples recently 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.</p> <p>This solution is live in four of our fulfillment centers and is rolling out across our remaining fulfillment centers in the months to come. We are also exploring other potential applications for our groundbreaking technology outside of our fulfillment centers.</p> <p><b>E-COMMERCE</b></p> <p>Staples' new strategy is driven by the company's commitment to helping professionals make their workplaces more productive and connected, and to provide products and services designed to help inspire colleagues to do their best, most creative work.</p> <p>Central to our reimagined brand is an upcoming new, interactive digital experience to make it easier for customers to build a workplace that makes every employee's Worklife fulfilling and collaborative. The future online experience will connect customers to products and solutions in a variety of ways, from intelligent content and peer recommendations, to intuitive shopping and buying tools. Recent enhancements include making it easier to find and reorder product, improving basic ordering features and adding more self-service features.</p> <p><b>PRINT</b></p> <p>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.</p> <p><b>MANAGED PRINT SERVICES</b></p> <p>Patrol box is a device hardware, firmware and server application that was developed by DEX Imaging's internal R&amp;D department. It is a patented device that uses smart technology for supply replenishment. To date, over 10 patents have been filed for the PrintCounts embedded Patrol device and requisite software.</p> |
| 38 | 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. | <p>Staples offers a full array of sustainability solutions to help participating Members 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 can design a program tailored to each participating Member's goals and our Field Marketing personnel will help promote it to their employees. Please see Attachment 5 for more details.</p>  |

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| <p>39</p> | <p>Identify any third-party issued eco-labels, ratings or certifications awarded to 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.</p>                      | <p><b>ENVIRONMENTAL CERTIFICATIONS</b><br/> <b>ENERGY STAR® CERTIFICATION</b><br/>                 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 the end of 2020. At the end of 2018, 51% of our active facilities were ENERGY STAR certified, reaching our goal ahead of schedule. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples has received the EPA's ENERGY STAR Partner of the Year Award for 9 consecutive years.</p> <p><b>ENVIRONMENTAL PRODUCT CERTIFICATIONS</b><br/>                 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. Some examples include:</p> <ul style="list-style-type: none"> <li>• ENERGY STAR and EPEAT qualified technology</li> <li>• FSC certified, recycled and alternative fiber-based papers</li> <li>• Green Seal™, UL EcoLogo, and U.S. EPA Safer Choice certified cleaners</li> <li>• AP non-toxic certified writing instruments and art supplies</li> <li>• GREENGUARD, Indoor Advantage and LEVEL-certified furniture</li> </ul> <p><b>ENVIRONMENTAL PARTNERSHIPS &amp; AFFILIATIONS</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations.</li> <li>• U.S. EPA WasteWise Partner – This voluntary program focuses on helping organizations eliminate waste and increase recycling rates across their operations; Staples joined in 2005. The program has helped us measure and set goals for waste reduction and recycling internally.</li> <li>• U.S. EPA Sustainable Materials Management Electronics Challenge Partner – This voluntary program works to increase the number of electronic devices collected and safely recycled in the U.S. Staples was the first retailer to offer a national office technology-recycling program.</li> <li>• 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.</li> <li>• 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.</li> <li>• Rainforest Alliance Appalachian Woodlands Alliance (AWA) – We have been working with Rainforest Alliance and several other brands as part of the AWA for several years to explore and test new models for advancing responsible forestry practices in the southeastern U.S.</li> <li>• 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.</li> <li>• EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.</li> </ul> |
| <p>40</p> | <p>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.</p> | <p>Staples shares Sourcewell and its participating Members' commitment to diversity and offers your choice of two diversity programs to achieve participating Member's diverse and small business supplier spending goals.</p> <p><b>DIVERSITY ONE PROGRAM</b><br/>                 We've formed strategic alliances with highly respected and experienced diverse and small business suppliers. Using a rigorous supplier qualification process, our Diversity One program connects participating Members with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required.<br/>                 We find successful, independently owned and credible diverse companies and help them grow their businesses, create jobs and expand their offerings. Staples provides our Diversity One suppliers with extensive coaching and mentoring to build capacity within their organizations.</p> <p><b>DIVERSITY TWO PROGRAM</b><br/>                 With this program, participating Members can access a wide selection of high quality, cost-effective products manufactured by diverse and small business suppliers. Participating Members can benefit from:</p> <ul style="list-style-type: none"> <li>• A wide selection of high-quality products easily identified by MBE and WBE symbols</li> <li>• Products across every category — business essentials, furniture solutions, facility solutions and technology solutions</li> <li>• Detailed reporting and tracking of their diverse product spend</li> <li>• Expert, consultative support from their Staples Account Manager, who will identify opportunities to utilize these product groups and report on the Member's progress</li> </ul> <p>Please note that Staples reserves the right to implement a pricing upcharge when setting up a Tier One program for any participating Member.</p>   |

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| 41 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p> | <p>As Sourcewell's current contract supplier, we plan on increasing our overall value and to continue offering built-in flexibility to accommodate the evolving needs of your participating Members. Our new proposal offers a full-service approach that contains the following elements and molds them into a cohesive, cost-reducing procurement program that is unmatched by other suppliers in our industry:</p> <ul style="list-style-type: none"> <li>• <b>Worklife Solutions</b> – Participating Members can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture and interior design services, pack and ship supplies, technology products and services, promotional products and print and marketing services.</li> <li>• <b>Financial Strength</b> – You never need to worry about us falling short or cutting corners. Our leading financial position allows us to continually invest in our business and provides participating Members with the confidence of working with a strong and stable supplier.</li> <li>• <b>Dedicated Account Team</b> – We put together a full, dedicated team for participating Members' business. Your Account Manager provides insights and recommendations on Worklife solutions. Your Customer Success Consultant manages your programmatic needs and a Site Management team proactively ensures compliance of your program across all locations.</li> <li>• <b>Category Expertise</b> – Industry experts provide assessments and advice on products and process efficiencies.</li> <li>• <b>Superior Delivery Execution</b> – Rely on free, accurate next-business-day delivery to your locations from our strategically located, state-of-the-art fulfillment centers.</li> <li>• <b>E-Procurement Expertise</b> – 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. And, we have experience integrating with over 300 third-party purchasing platforms.</li> <li>• <b>Recognized Customer Call Centers</b> – Exceeding your expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve your problem in one call.</li> <li>• <b>Largest Retail Network</b> – Our industry-leading network of U.S. stores gives participating Members easy same-day purchasing solutions. Your employees can make in-store purchases and receive your customer pricing for both office supplies and a full range of print solutions on marketing and print services. Or, use our Buy Online, Pick Up in Store option, and your items will normally be available for pick up in less than one hour.</li> <li>• <b>Managed Print Services</b> – DEX Imaging is completely unique in its approach to manage print. We offer multiple programs in managed print to accommodate the various types of organizations and buying strategies. The programs listed within this RFP are by themselves incredibly flexible, and our ability to cross pollinate between these programs is what truly separates us from the competition. This flexibility allows us to partner with any organization regardless of structure and/or financial limitation.</li> <li>• <b>Incentives &amp; Recognition</b> – 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 will counsel you on methods that save you money as well. We can offer participating Members multiple economical options to meet their requirements.</li> <li>• <b>Corporate Responsibility</b> – 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.</li> <li>• <b>Worklife Magazine</b> – In 2019, we launched the first issue of our quarterly magazine, Staples Worklife. Available online and in print, this magazine is for professionals and offers insights, ideas and practical know-how for decision-makers and problem-solvers. It features exclusive interviews with today's trailblazers and articles written by business and productivity experts.</li> </ul> <p>With Staples, our focus is our customers' Worklife needs. Sourcewell participating Members 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.</p> <ul style="list-style-type: none"> <li>• <b>Tru Red</b> – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last.</li> <li>• <b>NXT Technologies</b> – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch.</li> <li>• <b>Coastwide Professional</b> – Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor.</li> <li>• <b>Perk</b> – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time.</li> <li>• <b>Union &amp; Scale</b> – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.</li> </ul> |
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| 42 | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada. | Staples is willing to explore providing goods and services to Sourcewell participating Members 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. |
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### Table 9: Warranty and Performance Standards

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 43        | Do warranties cover all products, parts, and labor? | <p>Supplier expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all office products sold to Buyer. Supplier expressly warrants that all Supplier-branded Office 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 Office 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.</p> <p><b>CUSTOM-IMPRINTED PRODUCTS</b></p> <p>Prior to Supplier's production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of Buyer (hereinafter "Print Products"), Supplier shall submit to Buyer samples or an appropriate proof of each item, for Buyer's written approval of the Print Products. Buyer agrees to promptly review any items submitted to Buyer for approval under this section.</p> <p>Supplier 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 Supplier, are discovered by Buyer, Buyer's sole and exclusive remedy shall be, at Supplier's sole election, for Supplier to replace the defective Print Product at Supplier's expense or to credit Buyer's account for the net amount actually paid by Buyer to Supplier for the applicable Print Product, provided that Supplier is reasonably certain that the warranty claim is valid and was not caused by Buyer.</p> <p>The following terms apply when Members provide content for Staples to reproduce:</p> <p>Buyer Warranty. Buyer represents and warrants that it owns or has the right and license to use, adapt and reproduce Buyer Property. Buyer represents and warrants that Buyer 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. Buyer grants to Supplier a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate Buyer Property solely in connection with Supplier's obligations hereunder. Supplier acknowledges that, as between Supplier and Buyer, Buyer owns, controls and shall retain all ownership rights in and to Buyer Property. All proprietary rights and goodwill in the Buyer Property shall inure to the benefit of Buyer and not Supplier. Supplier shall acquire no intellectual property rights in the Buyer Property by reason of its use thereof, and if, by operation of law, or otherwise, Supplier is deemed to, or appears to, own any intellectual property in the Buyer Property, Supplier shall, at Buyer's request, execute any and all documents necessary to confirm or otherwise establish Buyer's rights therein. Buyer acknowledges that, as between Supplier and Buyer, Supplier owns, controls and shall retain all ownership rights in and to Supplier's proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Supplier.</p> <p>Buyer's 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 Supplier by Buyer in connection with Supplier's performance hereunder.</p> <p>To the extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless Supplier for any third party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement</p> |

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|    |  | <p>of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) Buyer's breach of Buyer's warranty related to Buyer Property; or (ii) Supplier's use of Buyer Property in accordance with the specifications provided by Buyer.</p> <p><b>SERVICES WARRANTY</b><br/>Supplier warrants that the Services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Supplier and Buyer. Staples' labor services are warranted for one year.</p> <p><b>MANAGED PRINT SERVICES</b><br/>Each of the programs contract includes supplies, service/maintenance, and parts. DEX Imaging also offers a Lifetime Performance Guarantee on all products and services. Provided that equipment is maintained and serviced under a DEX Equipment Maintenance &amp; Supply Agreement (EMS), DEX Imaging guarantees it. If a unit is not performing up to manufacturer specifications/expectations and DEX Imaging is unable to repair the unit, it will be replaced at no charge.</p> <p><b>GENERAL WARRANTY DISCLAIMER</b><br/>These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Supplier specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.</p>  |
| 44 | Do warranties impose usage restrictions or other limitations that adversely affect coverage?   | Please see our response to Question 43 above.  |
| 45 | Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Please see our response to Question 43 above.  |
| 46 | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | <p>Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii and other U.S. territories. Staples is not including Canada in the scope of our proposal.</p> <p>For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.</p>  |
| 47 | 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?   | <p>For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 43 for more details.</p> <p><b>MANAGED PRINT SERVICES</b><br/>Service is included on all print devices covered under your MPS contract. DEX Imaging performance guarantee extends beyond manufacturer warranty. Please see our response to Question 43 for more details.</p>   |
| 48 | What are your proposed exchange and return programs and policies?  | <p>If for any reason you are not completely satisfied with a product purchased from Staples, you 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, you can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Your delivery driver will pick up the returned item, so no shipping expense is required from you. 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.</p> <p><b>RETURN PERIODS BY PRODUCT</b></p> <ul style="list-style-type: none"> <li>• Office Supplies, School Supplies and Facilities Supplies – 30 Days</li> <li>• Software (unopened)* – 30 Days</li> <li>• Opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software.</li> <li>• Technology Items and Business Machines – 14 Days</li> <li>• Furniture – 14 Days after delivery (Only products in new condition, unassembled and in original packaging are eligible for return. A restocking fee may apply. Special-order or non-stocked furniture is not returnable, unless such products arrive damaged or defective.)</li> <li>• Non-Stock Products – Not returnable unless damaged/defective (within 30 days)</li> <li>• Custom-Imprinted Products – Not returnable unless damaged/defective</li> </ul> <p><b>FACILITY SUPPLIES &amp; EQUIPMENT</b><br/>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.</p> <p><b>FURNITURE</b></p> |



If for any reason you aren't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, you may request to return it within 14 days of its delivery. Sourcewell participating Members can contact your 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 Members throughout the design and proofing process to ensure your print products match your 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 your account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.

#### **TECHNOLOGY PRODUCTS**

At any time, Sourcewell participating Members can contact your Staples Technology Solutions (STS) Customer Service Representative for a Return Authorization (RA) number before returning any product. All returns/replacements must be in their original packaging and in resalable condition. We are unable to accept returns of non-stock, obsolete or special-order items that were ordered incorrectly. If product is being returned due to an error by STS, our Customer Service Department will provide a return authorization (RA) number and call tag to pick up the product. Returns of certain IT hardware are governed by the policies for return supported by the distribution source and manufacturers used. These may limit returns of non-defective items to a certain time period. They may limit returns of items once opened. They may include specific restocking fees. STS will actively work on behalf of Sourcewell to minimize and mitigate the impact of these limits and fees. We will ship replacement product on the same day that STS is made aware of the situation, as long as it is prior to 3:00 p.m. EST.

#### **MANAGED PRINT SERVICES**

DEX Imaging offers multiple programs which gives us the ability to provide a replacement or service loaner machine, if existing isn't operating up to standard, under our Performance Guarantee. Our rental programs also allow flexibility to change equipment if your environment circumstances change – i.e. you can swap out a Mono Printer for a Color Printer. Our Hot Spot Program is also available for devices that are under rental. Under this program, devices can be replaced on the fly, keeping critical areas at a 99.9% uptime.

#### **DAMAGED/DEFECTIVE ITEMS**

Please call your Customer Service team to return damaged or defective products. Your 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 your 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.

49 Describe any service contract options for the items included in your proposal.

Staples offers a number of lease/service agreement options to meet Sourcewell Members' 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 Member:

Coffee: We provide the coffee brewer, installation; maintenance and service through the term of the lease as long as 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: 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.

Managed Print Services. DEX Imaging's Managed Print Services help participating Members create a more efficient, customized and sustainable printing network. We can help Sourcewell's participating Members customize a solution that utilizes a vendor neutral strategy which allows us to provide service and support for most print models and devices.

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| 50 | Describe any performance standards or guarantees that apply to your services (back-orders, retired products, substitutions, order delays or problems, metrics, etc.). | <p>Delivering your order complete, correct, undamaged and on-time is as important to us as it is to you. Our Supply Chain Quality Assurance team partners cross-functionally within the Staples organization to drive an outstanding customer experience. This means we strive for orders to be picked complete and correct, delivered on-time to the correct location, without damages or defects, every day. The Staples' Supply Chain Quality Program includes:</p> <ul style="list-style-type: none"> <li>• Quality Assurance Supervisors and Leads located in each of our fulfillment centers to drive process improvements</li> <li>• A central Supply Chain Quality Assurance team that develops tools and processes to help local Quality Assurance teams identify and address defects within the order fulfillment process</li> <li>• Conducting weekly interactive and cross-functional collaboration forums to share best demonstrated practices and trends within the business</li> <li>• Tracking key metrics on a daily, weekly and monthly basis</li> </ul> <p><b>THE PROOF IS IN THE NUMBERS</b></p> <p>We track a variety of metrics to measure quality and service throughout our fulfillment and delivery operations.</p> <ul style="list-style-type: none"> <li>• Fill Rate – Calculated as the percentage of in-stock items shipped from your primary fulfillment center. Our fill rate for 2018 was 97.1%.</li> <li>• Missing &amp; Wrong Rate – Calculated as the percentage of total orders with an error. We count each issue within one order as separate errors. Our missing and wrong rate for 2018 was 0.37%.</li> <li>• Returns Rate – Calculated as the percentage of returns placed. When returns occur, we have processes in place to credit you quickly. Our returns rate for 2018 was 1.45%.</li> <li>• Delivered by Date Confirmed – Calculated as the percent of fulfilled shipments (excluding dropship) where all cartons were delivered on or before the date promised at order confirmation. Our delivered by date confirmed rate for 2018 was 92%.</li> </ul> <p>If quality levels fall below expectations, we use a combination of root cause analysis and process improvement techniques to identify and resolve the problem. Our continuous improvement processes have resulted in year-over-year quality level improvement.</p> <p><b>BACKORDERS</b></p> <p>Staples goes to great lengths to stock the right assortment of products to meet our customers' needs. We use sophisticated inventory models to ensure that items are stocked in the right fulfillment centers and in the right quantities. We continuously gather customer input to determine which products to include in future stocking models, including the slower moving but necessary ones.</p> <p>Staples' fulfillment logic can source an item from the next closest fulfillment center or a wholesaler when an item is temporarily out of stock. This platform technology allows Staples to fulfill a high percentage of orders immediately. Orders filled by wholesalers are married up with your Staples orders for seamless, on-time delivery. During the implementation process, Staples can work with participating Members to eliminate wholesale items from your core list to offer the best selection of items at the optimal price.</p> <p>Users on StaplesAdvantage.com can also confirm that an item will be delivered the next business day by viewing the Expected Delivery Date notification which automatically displays per item during check out. The checkout page displays a banner when there's an out of stock item. This provides the end user with the opportunity to choose a replacement the item, if preferred.</p> <p>When backorder situations occur, customers receive an email notification alerting them of the delay and of the expected delivery date.</p> |
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**Table 10: Payment Terms and Financing Options**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 51        | What are your payment terms (e.g., net 10, net 30)? | 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. In the event a participating Member 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 Member's location(s) by written notice to such participating Member and to Sourcewell. |

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| 52 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?  | Staples is flexible and utilizes multiple third-party leasing sources for eligible Staples customers. Participating Members 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 you can tailor the length, acquisition type and amount of your payments to meet your business' needs. Lease options include capital or operating lease options, giving you 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 include in the monthly payments for an asset acquired under lease. Staples can work with your organization to help finalize the option that best suits your needs.   |
| 53 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | <p>Staples operates as a reseller/distributor and does not have a dealer network. 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:</p> <ul style="list-style-type: none"> <li>• Online via StaplesAdvantage.com</li> <li>• Mobile App</li> <li>• Electronic Data Interchange (EDI)</li> <li>• Third-party interface</li> <li>• Buy Online, Pick Up in Store</li> <li>• Telephone (toll-free number)</li> </ul> <p><b>ORDER FULFILLMENT PROCESS</b></p> <p>1) Order Placement – Once Staples receive the participating Member's order, it is entered into our order management system. Our system manages customer requirements and validates each order as it is placed.</p> <p>2) Order Sourcing &amp; Routing – Once in our system, the order goes through a standardized process that determines how to fill the order. The system chooses the best location to source the item, either from the primary or secondary fulfillment center or from a wholesaler — whichever will provide the shortest delivery time for the customer.</p> <p>3) Box Creation – Next, the warehouse management system creates the optimal box size for each order. Our system analyzes the dimension and weight of each product to ensure their order is protected against damages without excess packaging material. Each carton receives a unique barcode to track it throughout the order cycle in our package tracking system.</p> <p>4) Order Picking &amp; Quality Control – Fulfillment associates pick orders, inspect for quality and pack orders for shipment. Methods for picking orders include pick-to-light, robotic picking and system-generated tasks to pick everything from a full pallet of paper to an individual toner cartridge. Sophisticated conveyor systems direct cartons through the required pick zones, through Quality Control for final inspection and then finally onto the correct truck for delivery. We perform regular analysis to ensure every order is a complete order — delivered the next business day, without substitutions or damaged, wrong or missing items.</p> <p>5) Delivery – Once the source for an order is determined, our order management system determines the best method for delivery. Package tracking information uploads into our system once the fulfillment center processes the order for shipping. This tracking system reduces delays, errors and provides visibility to Customer Service Representatives and delivery associates. Customers can check the status of their orders through package tracking on our e-commerce site without contacting customer service.</p> <p><b>QUARTERLY REPORTING TO SOURCEWELL</b></p> <p>Staples understands this requirement and has the ability to provide quarterly reporting as requested. However, further discussion is requested on the distribution methods for reporting due to the size and scope of the metrics and transactions to be included.</p> |
| 54 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members 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.   |

**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 *  |
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| 55        | <p>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.</p> | <p>Staples proposed pricing model is designed to take advantage of our industry leading assortment of 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 business essential supplies. Additionally, there is pricing for services and manufactured items like managed print services, 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 office supplies on the Internet. Today, market-based pricing provides full visibility and disclosure of 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.</p> |

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| 56 | <p>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.</p> | <p>Staples proposes the following pricing structure:</p> <p><b>Core List.</b> 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 Members. 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 biannually on August 1st and February 1st of each year during the term that this contract in effect. Staples 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.</p> <p>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 Staples.</p> <p><b>Extraordinary Market Events.</b> 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 Members to identify alternative products to mitigate the impact of the foregoing where possible.</p> <p><b>Updated Items.</b> 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 from the Core List. Staples may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.</p> <p><b>Custom Pricing; Rebates &amp; Incentives; Other Terms.</b> Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p> <p><b>Non-Core Items.</b> 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.</p> <p><b>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.</b></p> <p><b>Sourced Goods.</b> 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 Staples 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.</p> <p><b>Pricing Exhibits.</b> Please see our Pricing Exhibits for pricing details on the following categories:</p> <ul style="list-style-type: none"> <li>• Exhibit 1 – Core List Pricing</li> <li>• Exhibit 2 – Print &amp; Copy Program</li> <li>• Exhibit 3 – Promotional Products Program</li> <li>• Exhibit 4 – Staples Technology Solutions</li> <li>• Exhibit 5A – Managed Print Services Capabilities</li> <li>• Exhibit 5B – Managed Print Services Pricing</li> <li>• Exhibit 5C – Managed Print Services Sample Agreement</li> </ul> <p><b>Tier One Diversity Program.</b> Staples reserves the right to implement a pricing upcharge when setting up a Tier One program for any Participating Member to reflect the additional cost of the diversity supplier's program.</p> |
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| 57 | Describe any quantity or volume discounts or rebate programs that you offer.  | Our proposal reflects updated attributes related to pricing, rebates and incentives based on our experience with Sourcewell participating Members' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.   |
| 58 | 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 Goods" and services to Sourcewell and its participating Members. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from forklifts 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 your Staples Account Manager. The non-stock procurement team works diligently to fulfill your product needs quickly and at the lowest possible cost. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples 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. |
| 59 | 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, facilities, technology, or water/coffee dispensers, etc. which at the option of the Member may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell Member. 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 Member.  |
| 60 | If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.  | Staples does not apply additional charges or fees for standard delivery. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in your shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: <ul style="list-style-type: none"> <li>• Furniture unpacking or assembly</li> <li>o Stair Carry for upper floor inside deliveries (lack of freight elevator or access to same)</li> <li>o Handling support for facilities that do not operate a fully functioning dock</li> <li>• Expedited deliveries</li> <li>• Deliveries outside Staples' standard distribution area (Alaska and Hawaii)</li> <li>• Bulky, fragile, or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals</li> <li>• Or as otherwise indicated on our website at the time of purchase.</li> </ul> Surcharges are calculated on a per-order basis. Freight will be listed as a line item charge for all Staples Promotional Products orders.  |
| 61 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Member. Delivery to Alaska or Hawaii. The following additional delivery terms apply for shipments to Alaska or Hawaii: Shipments up to 159 lbs. will be shipped with transit times of two to three (2 to 3) business days. Shipments over 159 lbs. or items which cannot be shipped via normal means, including any items which are classified as hazmat or ORM-D (other regulated materials for domestic transport only), are shipped via ocean freight. Staples' policies prohibit shipment of any fully regulated hazmat items. Such items must be shipped directly from the vendor. Ocean shipments will be delivered approximately fourteen (14) calendar days from the date of shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge to help offset the cost of freight.   |

Every country has specific requirements in which both the exporter and importer must follow; here are some additional specific details for U.S. Territories and Possessions:

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 exported to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door-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 these locations. 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.

62 Describe any unique distribution and/or delivery methods or options offered in your proposal.

Staples delivers an average of 675,000 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 24 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.

**PREMIUM DELIVERY OPTIONS**

As part of each participating Member's account setup, we may meet to 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 delivery service exceptions we have approved in the past include:

- Specific delivery windows (before noon, after 10:00 a.m., etc.)
- Desktop delivery (desk to desk)
- 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 Member's specific requirements.

#### **SAME-DAY DELIVERIES**

Same-business-day delivery can be investigated 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.

Our industry-leading network of U.S. stores gives participating Members easy same-day purchasing solutions. Your employees can make in-store purchases and receive your customer pricing for both office supplies and a full range of print and marketing solutions. Or, use our Buy Online, Pick Up in Store option, and your items will be available for pickup in less than one hour.

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**

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.

Participating Members 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. As of 2019, it's also moved to achieve zero waste to landfill status.



Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments  |
|-----------|---|---|
| 63        | 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 *   |
|-----------|--|--|
| 64        | 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 Members 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.   | 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 Members. 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 Members receive pricing that is consistent.<br>Staples may also work with manufacturers to frequently spot-check and audit pricing and discounts that are applied to customer orders. 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. |
| 65        | 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 Members' 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.<br>An exception to the above 1.5% admin fee would be that Staples will pay Sourcewell one half of one percent (0.5%) administrative fee for participating Members' aggregate Net Sales under the managed print services ("MPS") program of the Contract and one quarter of one percent (0.25%) on technology product Net Sales.<br>Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.   |

**Table 14: Catalog Solution Description**

**Table 14:** Indicate below the features and capabilities of your office supplies catalog solution (Yes | No) and provide supplemental descriptions as needed.

| Line Item | Feature  | Yes   No *   | Description   |
|-----------|--|--|---|
| 66        | Display item description, catalog price, contract price, and photo (if applicable)                             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | StaplesAdvantage.com displays item description, photos and the participating Members' 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.  |
| 67        | Enhanced catalog content (stock availability, ship/delivery date, product reviews, filters, comparables, etc.) | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | 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 recently 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.   |
| 68        | Order tracking and order history   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Members can view details on all orders placed in the past 90 days, track your orders and view proof of delivery.  |
| 69        | Customized member portal or punchout   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Members can customize their platform with special instructions and messages to keep users in program compliance.  |
| 70        | Member preferred products listing  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain your own message. For example, individual participating Members can opt for it to display (Member) 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. Members 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. |
| 71        | Member blocked item removal  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Upon mutual agreement between the participating Member and Staples.   |
| 72        | Multiple ship-to locations   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | User and Location Management allows Members to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.   |
| 73        | Display of eco-label or green certifications or attributes   | <input checked="" type="radio"/> Yes<br><input type="radio"/> 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.  |
| 74        | Search by eco-label or green certifications or attributes  | <input checked="" type="radio"/> Yes<br><input type="radio"/> 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.  |
| 75        | Tiered approvals   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Members can establish spending limits and approval routing to track account expenditures by user and department.  |
| 76        | Help function  | <input checked="" type="radio"/> Yes<br><input type="radio"/> 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.  |
| 77        | Live chat  | <input checked="" type="radio"/> Yes<br><input type="radio"/> 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.  |
| 78        | Integration with member eProcurement/ERP platforms   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Staples has experience integrating with over 300 third-party purchasing platforms.  |

**Table 15: Industry Specific Questions**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 79        | 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 Members under the contract, geographic distribution of participating Members, sales and number of orders by participating Member and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell.<br>Having serviced Sourcewell participating Members for many years, 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 Members. |

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| 80 | <p>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.</p> | <p>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 Members at risk.</p> <p><b>ANNUAL VENDOR REVIEWS</b></p> <p>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.</p> <p><b>PAPER &amp; WOOD-BASED PRODUCT SOURCING POLICY</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Protecting forest resources and communities by seeking to source certified products</li> <li>• Reducing demand for virgin wood fiber</li> <li>• Sourcing from suppliers committed to environmental excellence</li> <li>• Promoting responsibly sourced paper and wood products to our customers</li> </ul> <p><b>PROGRAMS &amp; PARTNERSHIPS</b></p> <p>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.</p> <p><b>PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE</b></p> <p>Product brands exclusive to Staples are subject to a comprehensive Quality Assurance program that includes:</p> <ul style="list-style-type: none"> <li>• Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications.</li> <li>• 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.</li> <li>• Rigorous Testing &amp; 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.</li> <li>• Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications.</li> </ul> <p><b>MONITORING PRODUCT QUALITY</b></p> <p>On the rare occasion that a product fails to meet a Member's satisfaction, we offer fast and easy resolution methods:</p> <ul style="list-style-type: none"> <li>• Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service.</li> <li>• We arrange driver pickup for all product returns at no cost to participating Members.</li> </ul> <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Your Staples Account Manager will share corrective actions and report on progress during regular business reviews.</p> |
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| 81 | 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. | <p><b>PRODUCT CERTIFICATIONS &amp; ECO-LABELING</b></p> <p>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 nearly 15,000 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:</p> <ul style="list-style-type: none"> <li>• AP certified non-toxic</li> <li>• Bluesign certified clothing product</li> <li>• BPI <i>compostable</i></li> <li>• Cradle to Cradle certified</li> <li>• EcoLogo certified</li> <li>• ENERGY STAR qualified</li> <li>• EPA Comprehensive Procurement Guidelines</li> <li>• EPA Design for the Environment (DfE) for Pesticides registered</li> <li>• EPA Safer Choice registered</li> <li>• EPA WaterSense certified</li> <li>• EPEAT qualified</li> <li>• EWG verified</li> <li>• Fair Trade certified</li> <li>• Food Alliance certified</li> <li>• Forest Stewardship Council (FSC) certified</li> <li>• GREENGUARD certified</li> <li>• Green Seal certified</li> <li>• Indoor Advantage certified</li> <li>• Level certified</li> <li>• Made by a Certified B Corporation</li> <li>• Made Safe certified</li> <li>• PMA non-toxic</li> <li>• Rainforest Alliance certified</li> <li>• Roundtable on Sustainable Palm Oil (RSPO) certified</li> <li>• Sustainable Forestry Initiative (SFI) certified</li> <li>• USDA Certified Biobased Product</li> <li>• USDA Organic</li> </ul> <p>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.</p> <p><b>PACKAGING OPTIMIZATION</b></p> <p>To help reduce waste at Members' 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 to you intact.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul> <p>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.</p> <p><b>PACKAGE PROTECTION</b></p> <p>Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows:</p> <ul style="list-style-type: none"> <li>• Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required</li> <li>• Can be re-used</li> <li>• Can be deflated prior to disposal, reducing original volume by over 90%</li> <li>• Can be recycled when given to your delivery driver or sent back when making a return</li> <li>• 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</li> <li>• Provide high BTU energy contents in municipal incineration</li> </ul> |
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| 82 | Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc. | <p>Staples offers our customers a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or speak with your Account Manager for more details on our programs.</p> <ul style="list-style-type: none"><li>• Ink &amp; Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with your delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com.</li><li>• Technology – We offer low cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. You 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.</li><li>• Furniture – Talk to your Account Manager for details on recycling, decommissioning and donating office furniture. Staples customers can trade in their old outdated cubicle systems and furniture to Davies for a credit towards Grade A like-new remanufactured furniture by Davies from leading brands like Knoll, Steelcase, Haworth and more. Alternatively, Staples can direct customers to other furniture donation and recycling options like IRN.</li><li>• Lamps, Ballasts &amp; Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with your goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling.</li><li>• 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.</li></ul> |
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| 83 | Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.) | <p>According to industry research, employees making purchases outside a procurement program can increase operating costs by anywhere from 25% to 45%. Reducing maverick spend can dramatically impact the effectiveness of your procurement program. Staples uses multiple strategies to keep program compliance high and costs low.</p> <p><b>MINIMUM ORDER SIZE</b><br/>Unless otherwise mutually agreed to by Staples and a Sourcewell participating Member, Sourcewell and its Members shall have a minimum order size of \$35.00 per order.</p> <p><b>ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS</b><br/>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 your end users to adopt more efficient behaviors, such as:</p> <ul style="list-style-type: none"> <li>• Ordering bi-weekly or monthly, instead of weekly or daily</li> <li>• Coordinating ordering with other departments</li> <li>• Determining frequently ordered items and ordering enough for a week</li> <li>• Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders</li> </ul> <p>Benefits of order consolidation include:</p> <ul style="list-style-type: none"> <li>• Reduced order processing costs</li> <li>• Fewer deliveries and invoices to process</li> <li>• Less packaging, label and invoicing paper waste</li> <li>• CO2 savings from fewer truck deliveries</li> </ul> <p><b>INCREASING MEMBERS' ONLINE ORDERS</b><br/>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 Members significantly more than an order placed electronically. We'll educate participating Member's end users on online order placement.</p> <p>Benefits include:</p> <ul style="list-style-type: none"> <li>• Reduced order processing costs</li> <li>• Faster and easier ordering</li> <li>• Fewer ordering mistakes - fewer product returns</li> <li>• Real-time tracking of product delivery status</li> </ul> <p>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.</p> <p><b>ONLINE COMPLIANCE CONTROLS</b><br/>StaplesAdvantage.com also drives program compliance with features like:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Shared or personal shopping lists populated with commonly ordered or preferred core items</li> <li>• Optional spending and approval controls that eliminate inefficient and costly small orders</li> </ul> <p><b>RETAIL PURCHASING PROGRAM &amp; IN-STORE PURCHASING</b><br/>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. Or, they can 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.</p> |
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### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Financial Strength and Stability - Attachment 1 - Staples Bank and Trade References.pdf - Thursday January 23, 2020 12:11:28
  - Marketing Plan/Samples - Attachment 4 - Sourcewell Marketing Plan.pdf - Thursday January 23, 2020 12:11:38
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - Pricing - Staples Pricing Exhibits 1-5.zip - Thursday January 23, 2020 13:16:09
  - Additional Document - Staples Additional Attachments.zip - Thursday January 23, 2020 13:16:19

## Proposers Assurance of Comp

### PROPOSER ASSURANCE OF COMPLIANCE

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Joanne Harris, Chief Commercial Officer - Staples, 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 contractual obligations contemplated in the bid.

Yes  No



## EXHIBT 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 423 pages. Purchasing has the list on file.

## EXHIBIT 2 – PRINT & COPY PROGRAM PRICING

EFFECTIVE 8/1/2020

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 below preferential pricing is built systemically into the job builder online.

Registered StaplesAdvantage.com users have access to the program to print custom documents as listed below. Products include, but are not limited to:

- Digital Color and Black & White Reproduction Services
- Binding & Finishing Services
- Wide Format Printing (Color and Black & White)
  - Signs
  - Banners
  - Posters
- Proofs, Paper Samples and Quotes upon request

Sourcewell participating Member pricing is as follows:

|                                   |                                   |
|-----------------------------------|-----------------------------------|
| <b>B/W Impression 24# White</b>   |                                   |
| 8.5x11                            | \$0.03                            |
| 11x17                             | \$0.07                            |
| <b>B/W Impression 28# White</b>   |                                   |
| 8.5x11                            | \$0.04                            |
| 11x17                             | \$0.08                            |
| <b>Color Impression 24# White</b> |                                   |
| 8.5x11                            | \$0.25                            |
| 11x17                             | \$0.35                            |
| <b>Color Impression 28# White</b> |                                   |
| 8.5x11                            | \$0.26                            |
| 11x17                             | \$0.36                            |
| <b>Additional Products</b>        | <b>Priced at time of purchase</b> |

### PRICING TERMS & CONDITIONS

- Pricing shall be held firm for one year from the Effective Date except as stated below. Vendor shall provide at least 30 days' advance notice of a request for any pricing increase.
- The above discounts shall not apply to any third-party and/or custom printed or promotional products (i.e. logo apparel, pens, etc.). Vendor will provide custom price quotations for such products.
- Delivery location is selected by Member placing order and can be directed for pickup at any Staples Store location.
- **All orders must be placed online at StaplesAdvantage.com to receive discounts.**

## EXHIBIT 3 – PROMOTIONAL PRODUCTS PRICING

EFFECTIVE 8/1/2020

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.

Pricing for ASI products ordered on our Staples Promotional Product ordering system, will be governed by a contract margin that is variable to transaction size. In our proposed pricing structure below, margin decreases as transaction size increases.

ASI, or Advertising Specialty Institute, products are items which are stocked/inventoried by the supplier for immediate use and decorating as orders are received. Non-ASI products will be considered sourced goods. Prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples 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.

| Order Transaction Size | Contract Margin |
|------------------------|-----------------|
| \$0 - \$999            | 28%             |
| \$1,000 - \$4,999      | 26%             |
| \$5,000 - \$9,999      | 24%             |
| \$10,000+              | 22%             |

## EXHIBIT 4 – TECHNOLOGY PRODUCTS & SERVICES

EFFECTIVE 8/1/2020

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.staplestechnologysolutions.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 products are excluded from our technology offering.



## EXHIBIT 5A – MANAGED PRINT SERVICES CAPABILITIES

### PROGRAMS

Our approach remains focused on desired outcomes rather than adherence to long established practices that have been outmoded by modern business needs. Our private ownership and vendor agnostic business model allows us to accomplish this analysis without bias associated with a manufacturing agenda. This gives us various opportunities to eliminate unnecessary expenses while tailoring the solution to your unique culture.

Clients have multiple programs and options to select from; we offer traditional purchasing, leasing, and equipment rentals. Each of our programs *are comprehensive managed print solutions* that allows our partners to focus on core competencies while we handle their print infrastructure. The result is an imaging system that provides Management, IT, and End Users with the highest level of quality and satisfaction. Each program also includes supplies, service/maintenance, parts, automatic toner replenishment, and automated meter collection.

Our device acquisition strategies are best defined by our MPS programs outlined below:

#### *WALK IN TAKE OVER PROGRAM (WITO)*

The Walk in Take Over Program is our client owned environment. In this program, the client retains ownership of their print infrastructure. The customer can acquire equipment through a traditional purchase or lease in this MPS program.

- Break-Fix on all existing equipment
- Patrol appliance to capture meter data
- Simple cost per page model
- Effective supply and parts management
- Detailed billing by department (as needed)
- 4-hour response time
- Periodic executive reviews of all devices
- End of Life device replacements are the responsibilities of the client

#### *WALK IN TAKE OVER PROGRAM PLUS (WITO+)*

This Walk in Take Over Program is a blended solution of our clients existing environment with DEX Imaging being responsible for the print infrastructure. This program combines customer owned/acquired devices with machines provided by DEX as rentals. The WITO and WITO+ options are very similar except for these key differences that separate WITO+:

All benefits contained from the WITO program in addition to:

- Reduction/elimination of capital expenditure
- Service loaners/replacement units provided
- Analysis of devices vs end user activity
- End of Life devices replaced by DEX Imaging

#### *PLATINUM (+)*

In this program, we provide a strategic Take Over of our client's environment only utilizing assets that fit within the desired future state. Under this program, devices are only available as rentals. The program allows for a flexible and adjustable system that accommodates our client's needs at both contract inception and continuously throughout the life of the agreement. While like-for-like replacements can be included with no third-

party lease structure, allowing for devices to be modified as needed without the notification and/or approval of a third-party bank. Software requirements are approached similarly, offering an unparalleled level of flexibility.

The key benefits to this program are:

- Reduction/elimination of capital expenditure
- Service loaners/replacement units provided
- Includes brand new Printers
- Utilizes genuine supplies
- Replacement devices as needed rather than en masse
- One point-of-contact for service, supplies, and billing
- Intelligent supply management
- Elimination of expensive coterminous leases
- Superior utilization of assets resulting in a more effective printing infrastructure

### *DEXMPX*

This program provides the complete Take Over of our client's environment utilizing all client assets as well as all other appropriate financial vehicles to ensure that clients retain only the assets that fit within the desired future state.

### **PATROL**

Our Patrol box is a device hardware, firmware, and server application developed by DEX Imaging's internal R&D department. It uses the SNMP Protocol to collect information from networked print devices and communicates this information in an XML document to a secure server over the HTTP/S protocol. It is a completely self-contained, embedded appliance designed to monitor networked printers and copiers. Patrol Wi-Fi securely collects and communicates SNMP protocol data from non-networked devices, without exposing the print device to the network. This eliminates the need for manual meter readings and allows for supply ordering on all network capable office imaging equipment.

### **SERVICE**

- DEX Imaging employs the industry's strongest guarantee to uphold our solutions and our commitments. We have designed a System of Service as a means for delivering a continuous outcome of excellent performance.
- DEX is primarily committed to creating the finest nationwide service organization. With a guaranteed four hour or less response time as our standard SLA. DEX has exceeded that across all markets operating at a 2.8-hour average response time. DEX is actively expanding our national DEX badged service presence to ensure every client receives the highest level of service.
- DEX maintains regional warehouses of parts, and stock our technician's vehicles daily with an average of \$8,000 in parts. These parts are inventoried electronically throughout the day allowing our dispatch to properly assign technicians capable of repairing the device for which the call was placed. This completely minimizes any downtime and ensures our customers receive the highest quality customer service.
- DEX Imaging's service department has a 99.98% approval rating, due in large part to the exclusive customer care program we have implemented. All DEX technicians are manufacturer-trained and certified, not only on the specific makes and models that we sell, but also on product lines we do not sell allowing us to provide a complete service solution to clients who have existing equipment from previous vendors.

- Additional service solutions, such as providing hot swap machines or after hour service, can also be arranged. DEX Imaging will provide device replacements and hot swaps for mission critical areas that require the highest level of uptime. These devices will be replaced on the fly resulting in an overall uptime of 99.9%.
  - Devices preconfigured prior to deployment
  - Fleet Management tools utilized for large deployments
  - DEX National Service Team ensure standard SLA and experience
  - Includes on-site end user training for each facility and device

## **HELPDESK**

DEX offers First Level Triage for all units via the Help Desk to ensure quick fixes for all end user related issues to achieve maximum device uptime. Replicated environments in the Help Desk imitate the client environment to quickly and easily solve workflow issues. If our Service Engineers cannot solve the issue remotely, we will escalate it to a service technician and have someone dispatched immediately.

## **PERFORMANCE GUARANTEES**

Our Performance Guarantee provides exceptional service for the life of your device. If our engineers are unable to fix your service problem on the initial service call, our solution will exceed our competitor's options through our Loaner Protection Program. The Loaner Protection Program will provide our clients with loaner equipment that is of equal or greater value to the equipment already on contract; we will install this equipment at your facility completely free of charge until the original equipment is repaired. If a unit is not performing up to manufacturer specifications/expectations and we are unable to repair the unit, it will be replaced at no charge.

## **REPORTING**

E-info is a portal in e-automate for our clients. Using e-info gives customers the ability to manage devices online by ordering supplies, checking order statuses, initiating service requests, inputting meter reads, and generally reviewing all accounting facets.

## EXHIBIT 5B – MANAGED PRINT SERVICES PRICING

EFFECTIVE 8/1/2020

### NEW HP A3 DEVICES

- The tables below list the equipment that is provided with a corresponding cost per page for consumables & service.
- Please note that hardware pricing is based on the specific configurations set below. Modifications to configurations are allowable but will result in a different purchase price.

| Make | SKU    | Model / Accessory                          | Purchase Price | Mono CPP | Color CPP |
|------|--------|--|----------------|----------|-----------|
| HP   | Z8Z07A | HP LaserJet Managed Flow MFP E72525z       | \$6,697.50     | \$0.01   | N/A       |
| HP   | Y1F97A | HP LaserJet Dual Cassette Workgroup Feeder |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                 |                |          |           |
| HP   | Y1G23A | HP Second Exit                             |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory   |                |          |           |

| Make | SKU    | Model / Accessory                          | Purchase Price | Mono CPP | Color CPP |
|------|--------|--|----------------|----------|-----------|
| HP   | Z8Z11A | HP LaserJet Managed Flow MFP E72535z       | \$7,868.33     | \$0.0085 | N/A       |
| HP   | Y1F97A | HP LaserJet Dual Cassette Workgroup Feeder |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                 |                |          |           |
| HP   | Y1G23A | HP Second Exit                             |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory   |                |          |           |

| Make | SKU    | Model / Accessory                           | Purchase Price | Mono CPP | Color CPP |
|------|--------|---|----------------|----------|-----------|
| HP   | Z8Z19A | HP LaserJet Managed Flow MFP E82540z        | \$9,201.67     | \$0.0085 | N/A       |
| HP   | Y1F98A | HP LaserJet Dual Cassette Department Feeder |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                  |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory    |                |          |           |



| Make | SKU    | Model / Accessory                           | Purchase Price | Mono CPP | Color CPP |
|------|--------|---|----------------|----------|-----------|
| HP   | Z8Z23A | HP LaserJet Managed Flow MFP E82560z        | \$11,635.00    | \$0.0075 | N/A       |
| HP   | Y1F98A | HP LaserJet Dual Cassette Department Feeder |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                  |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory    |                |          |           |

| Make | SKU    | Model / Accessory                          | Purchase Price | Mono CPP | Color CPP |
|------|--------|--|----------------|----------|-----------|
| HP   | Z8Z03A | HP Color LaserJet Managed Flow MFP E77825z | \$7,996.11     | \$0.01   | \$0.07    |
| HP   | Y1F97A | HP LaserJet Dual Cassette Workgroup Feeder |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                 |                |          |           |
| HP   | Y1G23A | HP Second Exit                             |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory   |                |          |           |

| Make | SKU    | Model / Accessory                          | Purchase Price | Mono CPP | Color CPP |
|------|--------|--|----------------|----------|-----------|
| HP   | Z8Z13A | HP Color LaserJet Managed Flow MFP E87640z | \$11,163.57    | \$0.0085 | \$0.065   |
| HP   | Y1G21A | HP LaserJet 2000 Sheet HCI Department      |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                 |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory   |                |          |           |

| Make | SKU    | Model / Accessory                          | Purchase Price | Mono CPP | Color CPP |
|------|--------|--|----------------|----------|-----------|
| HP   | Z8Z15A | HP Color LaserJet Managed Flow MFP E87650z | \$12,620.71    | \$0.0075 | \$0.0571  |
| HP   | Y1G21A | HP LaserJet 2000 Sheet HCI Department      |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                 |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory   |                |          |           |

| Make | SKU    | Model / Accessory                          | Purchase Price | Mono CPP | Color CPP |
|------|--------|--|----------------|----------|-----------|
| HP   | Z8Z17A | HP Color LaserJet Managed Flow MFP E87660z | \$13,763.57    | \$0.0071 | \$0.0571  |
| HP   | Y1G21A | HP LaserJet 2000 Sheet HCI Department      |                |          |           |
| HP   | Y1G00A | HP LaserJet Inner Finisher                 |                |          |           |
| HP   | CC487A | HP LaserJet MFP Analog 500 Fax Accessory   |                |          |           |

## PLATINUM+ PRICING: HP A4

| Make | Model      | Description                      | Included Impressions | Monthly Price Platinum+ | Mono CPP | Color CPP |
|------|------------|----------------------------------|----------------------|-------------------------|----------|-----------|
| HP   | M404dn     | Small Mono Printer               | 500 mono             | \$20                    | \$0.0195 |           |
| HP   | E50145     | Medium Mono Printer              | 1,000 mono           | \$25                    | \$0.0175 |           |
| HP   | E60155     | Large Mono Printer               | 2,500 mono           | \$50                    | \$0.0175 |           |
| HP   | E55040     | Medium Color Printer             | 1,000 mono           | \$30                    | \$0.0195 | \$0.12    |
| HP   | E65150     | Large Color Printer              | 500 color            | \$60                    | \$0.0175 | \$0.10    |
| HP   | M428       | Small Mono MFP                   | 500 mono             | \$25                    | \$0.0195 |           |
| HP   | E52645     | Medium Mono MFP                  | 1,500 mono           | \$60                    | \$0.0175 |           |
| HP   | E62555     | Large Mono MFP (desktop)         | 4,000 mono           | \$80                    | \$0.0175 |           |
| HP   | E62675     | Large Mono MFP (floor standing)  | 7,500 mono           | \$185                   | \$0.0175 |           |
| HP   | PW Pro 477 | Small Color MFP                  | 500 mono             | \$25                    | \$0.0195 | \$0.12    |
| HP   | E57540     | Medium Color MFP                 | 1,000 mono           | \$60                    | \$0.0195 | \$0.12    |
| HP   | E67660     | Large Color MFP (floor standing) | 5,000 mono           | \$185                   | \$0.0175 | \$0.10    |

## WITO PRICING: HP A4

| Make    | Current Model | Description                     | Mono CPP | Color CPP |
|---------|---------------|---------------------------------|----------|-----------|
| HP      | M401n         | Small Mono Printer              | \$0.0155 |           |
| HP      | P3015         | Small Mono Printer              | \$0.0112 |           |
| HP      | P4015n        | Medium Mono Printer             | \$0.0098 |           |
| HP      | 4250          | Small Mono Printer              | \$0.0123 |           |
| HP      | M602n         | Medium Mono Printer             | \$0.0113 |           |
| HP      | M601n         | Small Mono Printer              | \$0.0146 |           |
| HP      | 4350n         | Medium Mono Printer             | \$0.0099 |           |
| HP      | 4200          | Small Mono Printer              | \$0.0123 |           |
| HP      | P2055DN       | Small Mono Printer              | \$0.0171 |           |
| Lexmark | T652N         | Medium Mono Printer             | \$0.0134 |           |
| HP      | M425dn        | Small Mono MFP                  | \$0.0155 |           |
| HP      | M605n         | Medium Mono Printer             | \$0.0119 |           |
| HP      | P3005n        | Small Mono Printer              | \$0.0156 |           |
| HP      | M525dn        | Medium Mono MFP                 | \$0.0116 |           |
| HP      | M402dn        | Small Mono Printer              | \$0.0156 |           |
| HP      | M451dn        | Small Color Printer             | \$0.0270 | \$0.1253  |
| HP      | M4555         | Large Mono MFP (floor standing) | \$0.0088 |           |
| HP      | P2035N        | Small Mono Printer              | \$0.0327 |           |
| HP      | X576dw        | Medium Color MFP                | \$0.0198 | \$0.0865  |
| HP      | M9050         | Large Mono MFP (floor standing) | \$0.0133 |           |
| HP      | M402n         | Small Mono Printer              | \$0.0156 |           |
| HP      | M551n         | Small Color Printer             | \$0.0156 | \$0.0900  |

# DEXMPS

## MANAGED PRINT SERVICES AGREEMENT

### BILLING INFORMATION:

|          |      |      |
|----------|------|------|
| COMPANY: |      |      |
| ADDRESS: |      |      |
| CITY:    | ST:  | ZIP: |
| PHONE:   | FAX: |      |
| CONTACT: |      |      |

### EQUIPMENT LOCATION:

SAME AS BILLING:

|          |      |      |
|----------|------|------|
| COMPANY: |      |      |
| ADDRESS: |      |      |
| CITY:    | ST:  | ZIP: |
| PHONE:   | FAX: |      |
| CONTACT: |      |      |

|                |        |        |      |
|----------------|--------|--------|------|
| METER CONTACT: | EMAIL: | PHONE: | FAX: |
|----------------|--------|--------|------|

PROGRAM: **WITO+**

BASE CHARGE: \$

BILLING CYCLE: **Quarterly**

BLACK IMPRESSIONS: \_\_\_\_\_ INCLUDED OVERRAGES: \$ \_\_\_\_\_ PER IMPRESSION PAPER INCLUDED:  FEES APPLY - SEE SECTION 11

COLOR IMPRESSIONS: \_\_\_\_\_ INCLUDED OVERRAGES: \$ \_\_\_\_\_ PER IMPRESSION NETWORKING:  FEES APPLY - SEE SECTION 2

MICR IMPRESSIONS: \_\_\_\_\_ INCLUDED OVERRAGES: \$ \_\_\_\_\_ PER IMPRESSION

### SPECIAL INSTRUCTIONS:

### EQUIPMENT COVERED UNDER THIS AGREEMENT:

ADDENDUM: \_\_\_\_\_

| MAKE | MODEL | QTY | SPECIAL INSTRUCTIONS |
|------|-------|-----|----------------------|
|      |       |     |                      |
|      |       |     |                      |
|      |       |     |                      |
|      |       |     |                      |
|      |       |     |                      |
|      |       |     |                      |
|      |       |     |                      |

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE (1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE, OR ACTS OF GOD ARE NOT COVERED.

PRINTCOUNTS AUTHORIZED SIGNATURE

CUSTOMER'S AUTHORIZED SIGNATURE

DATE:

DATE:

**TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT.**

## SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX MPS' control (including acts of God or natural disasters) is not covered. In addition DEX MPS may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX MPS, or if parts, accessories, or components not authorized by DEX MPS are fitted to the equipment.

### 1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX MPS' normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX MPS holidays and subject to change by DEX MPS.

### 2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

### 3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX MPS and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

**AUTOMATIC RENEWAL** This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

**TERMINATION** The Initial Term of this Agreement shall be as set forth above. In the event that DEX MPS terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

### CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX MPS with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX MPS Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX MPS Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

### 4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

### 5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX MPS also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX MPS to continue to service the Equipment.

Customer must advise DEX MPS of any equipment movements not performed by DEX MPS via the portal at [www.deximaging.com](http://www.deximaging.com). This can be completed by selecting machine movement found within the service dropdown located on the site.

### 6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX MPS.

### EQUIPMENT REPLACEMENT

DEX MPS, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model.

Additional equipment supplied by DEX MPS will be governed by the contract type as delineated below.

## CONTRACT TYPES

**WITO** – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

**WITO+** – Service and Supplies for existing Customer devices as well as newly refurbished DEX MPS provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX MPS supplied equipment will be added per the following schedule.

**PLATINUM+** – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX MPS provided devices.

\* **WITO+/PLATINUM+** Contracts Only: All equipment delivered by DEX MPS remains the property of DEX MPS. Any printer removed from service by DEX MPS, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX MPS must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX MPS in good condition and repair to a location designated by DEX MPS within sixty (60) days. Any printers owned by DEX MPS which are not returned will be billed to the customer at replacement value.

### 7. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX MPS approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX MPS or an authorized agent of DEX MPS may not be covered under this Agreement.

### 8. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

### 9. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX MPS may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX MPS cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX MPS shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX MPS' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX MPS published rates for service on a "per call" basis.

If Customer uses supplies other than DEX MPS' supplies, and such supplies are determined to be defective or not acceptable by DEX MPS and/or cause abnormally frequent service calls or service problems, then DEX MPS may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX MPS supplied materials.

### 10. NO WARRANTY

Other than the obligations set forth herein, DEX MPS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX MPS SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

### 11. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX MPS Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. If a Paper Inclusive Agreement, paper consumption will be reconciled quarterly. Paper shipments in excess of actual impressions will be billed at a rate of .0085 per page. The page is defined as an 8 1/2 x 11 sheet. In a cost per impression contract, all unused consumable items remain the property of DEX MPS. At contract termination, all unused consumable items, toner cartridges, developer, drums, paper, etc. must be promptly returned to DEX MPS.

### MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX MPS.



CUSTOMER'S INITIAL