

**Solicitation Number: 101320****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 government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective February 1, 2021.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 16, 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 Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** 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 Participating Entity (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 Participating Entity.

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.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers 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 the Contract. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate, Staples and Sourcewell Participating Entity with reference made to the Contract.

### 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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 Participating Entity 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 Participating Entity.

Vendor will use commercially reasonable efforts to ship Products ordered by Participating Entities 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, Participating Entity 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 Participating Entity contacts Vendor and provides other instructions. Vendor's standard shipments will be F.O.B. Participating Entity 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 Participating Entity at the time the Products are delivered to Participating Entity. 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. Participating Entity's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Participating Entity, if applicable. Unless otherwise agreed by Vendor and a Participating Entity, all orders shall be subject to a minimum order size of 35.00 per order. If an order below this amount is placed, the Participating Entity 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 may be subject to a 25% surcharge.

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

C. HOT LIST PRICING. At any time during this Contract, 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 Participating Entities.

#### **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); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product 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 Entities. Prices for Core List items provided under this contract are set forth in Exhibit 1 - Sourcewell Janitorial Core Item List.

The prices for Core List Items, excluding Premium Products, may be updated biannually on August 1st and February 1st of each year during the term that this contract is 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.

The prices for Premium Products may be updated upon 30 days’ written notification. Manufacturer’s documentation will be provided when available. Premium Products are defined as janitorial paper, towel, tissue, paper-related items, petroleum-, resin-, and steel-based products, custom products, and seasonal products that Participating Entities purchase from Staples.

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

Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report which shall identify the SKU numbers and prices for product price changes, new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed 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.

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

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. 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.

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

Pricing Exhibit. See pricing Exhibit 1 - Sourcewell Janitorial Core Item List for pricing details.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating

Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

Notwithstanding anything to the contrary, a Participating Entity's participation hereunder, including for the avoidance of doubt, and extension of credit hereunder, is contingent upon Participating Entity's satisfaction of Vendor's standard credit requirements. Vendor also reserve the right to refuse sales of Products to Participating Entities reselling such Products. To the extent a Participating Entity has a pre-existing separate agreement with Vendor, Vendor reserves the right not to sell products and services under multiple agreements to that Participating Entity. In addition, Vendor may terminate this Contract for any reason (i.e. for convenience) with respect to an individual Participating Entity by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Participating Entity.

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 Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating

Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity 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 Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.



B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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 Sourcewell 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/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by 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 Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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 Participating Entities 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 45 calendar days after the end of each calendar quarter.

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 30 days from the cancellation date.

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 Participating Entity's 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 administrative fee of 0.25% for participating Entities' aggregate Net Sales of Flooring Equipment. Flooring Equipment is defined as floor and street machines, including but not limited to scrubbers, sweepers, burnishers and vacuums.

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.

## **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, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, 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**

Sourcewell 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 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours and 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 Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, 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 Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### 14. INDEMNIFICATION

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

### 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **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 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 Participating Entities 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 Participating Entity order under this Contract, in default:

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

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), or equivalent. 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), or equivalent.

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. *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 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable endorsements, within 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 list Sourcewell and its Participating Entities, 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 Participating Entities, 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).

F.

## **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 and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this 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**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may 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 Participating Entity 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 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 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. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Participating Entity by delivering not less than ninety (90) days prior written notice thereof to Sourcwell and the applicable Participating Entity.

Sourcwell

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
12/21/2020 | 6:33 AM CST  
Date: \_\_\_\_\_

Staples Contract & Commercial LLC

DocuSigned by:  
*Joanne Harris*  
4871E6FEB760485...  
By: \_\_\_\_\_  
Joanne Harris  
Title: Chief Commercial Officer Staples  
12/18/2020 | 3:40 PM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
12/21/2020 | 7:45 AM CST  
Date: \_\_\_\_\_

# RFP 101320 - Janitorial Supplies and Equipment with Related Services

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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: Monday August 24, 2020 10:06:20

Submitted On: Tuesday October 13, 2020 13:52:20

Submitted By: Don Hasch

Email: don.hasch@staples.com

Transaction #: 8e52dfae-34d5-4edd-a97d-afdd1f13307f

Submitter's IP Address: 75.58.40.70

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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 and, in the event of award, will be expected to execute the resulting contract):	Joanne Harris Chief Commercial Officer, Staples 500 Staples Drive, Framingham, MA 01702 Email: Joanne.Harris@Staples.com Phone: (508) 253-5000
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Hasch Senior Manager SLED (State, Local Government and Education) Markets 16501 Trojan Way, La Mirada, CA 90638 Email: Don.Hasch@Staples.com Phone: (714) 868-4274
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rick Clemons Senior Manager, Facility Solutions SLED (State, Local Government and Education) Markets 5615 Faye Drive, Greensboro, NC 27410 Email: RickClell.Clemons@Staples.com Phone: (336) 451-0070  Jeremy Landis Area Vice President – Vertical Markets 1945 Old Gallows Rd, Suite 200, Vienna, VA 22182 Email: Jeremy.Landis@Staples.com Phone: (571) 695-9856  Joseph Gorman Vice President – Commercial Sales 1414 Radcliffe Street, Suite 110, Bristol, PA 19007 Email: Joseph.Gorman@Staples.com Phone: (215) 292-3160

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

Line Item	Question	Response *
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7	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>Staples, The Worklife Fulfillment Company, has 34 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><b>WORKLIFE PRODUCTS &amp; SOLUTIONS</b></p> <p>Our products, services and technology are thoughtfully designed and sourced for the way customers work and live. We'll help Sourcewell and your participating Entities 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>Staples has carried janitorial and facility supplies since we began in 1986; however, we created the Facility Solutions offering and entered the facilities market as a national competitor in early 2003. Since entering the market, Staples has become one of the top janitorial supply distributors. In addition, we were ranked the #4 Janitorial-Sanitation Distributor by Modern Distribution Management in 2018.</p> <p>While there are many competitors in the industry, we have successfully differentiated ourselves through our sophisticated national distribution model and industry-leading e-commerce platform. We are the only supplier who can truly offer our customers an integrated solution through which they can purchase all their Jan/San supplies and services from one source, maximizing product, pricing and service consistency.</p>	*
8	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 Sourcewell participating Entities. Staples' hope is that many more Sourcewell Members will join the thousands of existing participating Entities currently enjoying the benefits that our Sourcewell-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.</p> <p>Leveraging our one-stop shop janitorial product assortment, our expectation is to continue the double-digit sales growth, year-over-year that we have experienced for the past 15 years as a contract award holder. Despite an unprecedented 2020, we have seen tremendous success this year with continued double-digit growth year-to-date.</p>	*
9	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.	<p>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.</p> <p>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 Coquette, Executive Director &amp; 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.</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>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.</p> <p>Staples entered the facilities market as a national competitor in early 2003. Since then, Staples has become one of the top janitorial supply distributors in the U.S.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	Please see our response to Question 10 above.	*
12	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.	*



13	<p>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.</p> <p>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?</p> <p>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?</p>	<p>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.</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, Staples and Sourcewell participating Entity with reference made to the Staples/Sourcewell contract.</p>
14	<p>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.</p>	<p>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.</p> <p>The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP:</p> <ul style="list-style-type: none"> <li>• Delivery: We utilize a combination of our own fleet and carefully selected third-party courier providers to supplement our territory reach as needed.</li> <li>• Service, Installation &amp; Repair: Some Facility Solutions categories may involve service, repair and installation functions.</li> <li>• 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.</li> </ul> <p>We will be happy to share additional information with Sourcewell upon request.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Staples Contract &amp; 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.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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16	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>• #22 on Forbes America's Largest Private Companies list for 2019</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>• #66 on National Retail Federation's Top 100 Retailers list for 2020</li> </ul> <p><b>SUPPLIER AWARDS</b></p> <ul style="list-style-type: none"> <li>• Coupa Supplier of the Year (2019)</li> <li>• CoVest Supplier of the Year (2019)</li> <li>• Cushman &amp; Wakefield Supplier of the Year (2019)</li> <li>• CBRE Supplier of the Year (2019)</li> <li>• NJPA (Sourcewell) Legacy Award (2015)</li> </ul> <p><b>ENVIRONMENTAL AWARDS &amp; RECOGNITIONS</b></p> <ul style="list-style-type: none"> <li>• EPA's Sustainable Materials Management Electronics Challenge Champion Award and Gold Tier Awards from 2016 through 2020 for advancing responsible recycling of electronics.</li> <li>• Awarded U.S. EPA's ENERGY STAR Partner of the Year for Sustained Excellence for ten consecutive years up through 2019.</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 Grid Edge Award Finalist 2018</li> <li>• 2017 Leadership Award from the Forest Stewardship Council for our work to promote FSC-certified products and raise awareness of the value of FSC certification with our customers.</li> <li>• S&amp;P Global Platts Corporate Social Responsibility Award Winner 2017</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>• Perfect score on the 2020 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees. Staples has earned perfect scores for nine years of the CEI.</li> <li>• Named one of the 2020 Best Places to Work for LGBTQ Equality by the Human Rights Campaign for nine years</li> <li>• Lesa Rivers, Director of Supplier Diversity, nominated as one of 2014's Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine</li> </ul>
17	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 janitorial sales, we estimate to achieve over \$27M in state and municipal government sector sales in 2020 under our Sourcewell-awarded janitorial contract.</p> <p>Staples' response to question 17 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
18	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 janitorial sales, we estimate to achieve over \$31M in education sector sales in 2020 under our Sourcewell-awarded janitorial contract.</p> <p>Staples' response to question 18 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<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 supports numerous states for their janitorial products purchasing throughout the U.S.</p> <p>Staples' proposal is limited to the U.S. and its territories, but notes that its Canadian affiliate, Corporate Express Canada, Inc., holds multiple provincial contracts in Canada.</p> <p>Staples considers corporate financial information to be proprietary.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<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> </ul> <p>Staples' proposal is limited to the U.S. and its territories, but notes that its Canadian affiliate, Corporate Express Canada, Inc., holds multiple provincial contracts in Canada.</p> <p>Staples considers corporate financial information to be proprietary.</p>

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Colorado	Duane Tucker	(303) 764-3453	*
Stafford County Public Schools	Jessie Leigh Bolinsky	(540) 654-9000 x42111	*
County of Sacramento	Craig Rader	(916) 876-6362	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. 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 *	
University of Colorado	Education	Colorado - CO	Janitorial 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	*
Albuquerque Public Schools	Education	New Mexico - NM	Janitorial 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 City Public Schools	Education	Florida - FL	Janitorial 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	*
Stafford County Schools	Education	Virginia - VA	Janitorial 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 Sacramento	Government	California - CA	Janitorial 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 Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

23	Sales force.	<p>Staples has a national service footprint and provides sales coverage to nearly the entire U.S. Please see Attachment 2 for details on our sales offices nationwide. We have more than 3,000 sales associates dispersed in every major city and market so that we are close to your participating Entities and can quickly meet their needs. We have more than 350 experts dedicated to the Jan/San space with many years of experience creating custom programs for a wide range of customers. Our national account management model leverages a single, centralized point of contact for each participating Entity. The Account Manager is empowered to make most decisions regarding servicing participating Entities on a day-to-day basis within the terms of the contractual terms. 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 Sourcewell along with our offerings to potential new participating Entities</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 Entities' needs</li> <li>• Category Professionals – Industry experts in cleaning, breakroom, coffee, pack &amp; ship and paper products that provide assessments to recommend efficiencies and savings</li> <li>• Customer Success Consultant – Member's support to help with their programmatic needs</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>
24	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. Staples provides free, accurate next-business-day delivery to participating Entities' locations from our 24 strategically located, state-of-the-art fulfillment centers. Unlike our competitors, Staples stocks 95% of inventory in our own warehouses available for next-business-day delivery. 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, Staples and Sourcewell participating Entity with reference made to the Staples/Sourcewell contract.</p>
25	Service force.	<p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S. We employ more than 8,900 fulfillment and delivery associates that 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 customer support. Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating Entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell Members accurately, on time, complete and undamaged. Please see Attachment 3 for a list of our fulfillment centers in the U.S.</p>

26	<p>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>	<p>At Staples, we have a team by each participating Entities' side, dedicated to serve. Staples owns and operates four North American call centers staffed with highly trained Staples associates. All customer service associates provide expert support for more than five million customer inquiries per year.</p> <p>In addition to our Customer Service teams, we offer local Facility Solutions Specialists in every major market who provide expertise and support specifically for Jan/San programs.</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 Entities 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 Entities' 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 Entity 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 Entity 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>	*
27	<p>Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>Staples has a national presence in the U.S. Our proposal includes service to all geographic areas in the continental U.S. and Alaska.</p>	*
28	<p>Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Staples also has a national presence in Canada; however, we are not including service to Canada in the scope of our proposal.</p>	*
29	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>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, Alaska and other U.S. territories. Please see Question 31 below for more details. Staples is not including service to Canada in the scope of our proposal.</p>	*
30	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?</p>	<p>Staples has a national presence in the U.S. If re-awarded the janitorial supplies 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.</p>	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Entity.</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 may 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; below 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>
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**Table 7: Marketing Plan**

Line Item	Question	Response *
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<p>32</p>	<p>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>	<p>Staples response to questions 32 through 34 of this section should be considered as "Trade Secret":                  Staples' strategy for the national promotion of the Sourcewell Contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team.</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 Entities 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 Entities 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 Entities. 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</li> <li>• 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 Entities</li> </ul> </li> </ul>
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<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>

<p>34</p>	<p>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>	<p>Our success in driving the Sourcewell contract is directly attributed 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 Entities 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 Entities 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 Entities.</li> <li>• Assistance in identifying Sourcewell participating Entities to provide account of their contract success, these successes would in turn be used to acquire new participating Entities to the Sourcewell/Staples contract.</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>
<p>35</p>	<p>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>	<p>Yes. At StaplesAdvantage.com, participating Entities 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. We also 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 Entities' 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 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>• 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 the 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>• 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 Entities can achieve greater control over their 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 – Customizable platform with special instructions and messages to keep users in program compliance.</li> </ul> <p><b>MOBILE CAPABILITIES</b></p> <p>Participating Entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples mobile app include:</p> <ul style="list-style-type: none"> <li>• Full account information, including recent orders, orders pending approval and custom deals</li> <li>• Scan-to-order functionality</li> </ul>



		<ul style="list-style-type: none"> <li>• Search, browse and order on the go</li> <li>• One-touch order approvals</li> <li>• Shopping lists for quick replenishment</li> <li>• Quick Order entry</li> <li>• Filterable search results</li> <li>• Order status and package tracking</li> <li>• Integration with StaplesAdvantage.com</li> <li>• Secure Remember Me feature for login convenience</li> </ul> <p>ONLINE REPORTING</p> <p>Participating Entities can easily access on-demand reports on StaplesAdvantage.com</p> <ul style="list-style-type: none"> <li>• User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information.</li> <li>• 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.</li> <li>• Budget reports allow you to monitor the variances between spend versus budget.</li> </ul> <p>SCALABILITY</p> <p>If a participating Entity 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.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>To create a successful janitorial program for Sourcewell participating Entities, Staples provides more than high quality products, we design customized training programs to demonstrate the best procedures for your Members to use those products. By employing the correct procedures and techniques, facilities staff will dramatically reduce its labor and product costs, increase productivity and improve sustainability programs.</p> <p><b>TRAINING PROGRAM</b></p> <p>At Staples, 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>• Healthy &amp; Safe</li> <li>• Customer Service</li> </ul> <p><b>ONSITE TRAINING</b></p> <p>One of our key differentiators is our commitment to providing participating Entities with an unparalleled number of experts and resources to ensure technical, logistical, billing and local support requirements are covered. To that end, Staples may conduct a vendor kickoff show and training classes at participating Entities' locations to educate users on the ease and functionality of our ordering site, StaplesAdvantage.com. This is beneficial to purchasers, providing an opportunity to learn the site's functions and enhancements so they have the easiest buying experience. Users also meet the Staples Account Management team and may receive product samples from our vendors. We announce these trainings via customizable emails weeks in advance.</p> <p>We may provide onsite training as needed for participating Entities at no additional charge. We arrange training classes with the appropriate manager at their locations. Typically, training classes are held in conjunction with a manufacturer representative of the product being discussed. We can also provide these trainings in a virtual format, if preferred.</p> <p><b>WEB-BASED TRAINING &amp; PRINT MANUALS</b></p> <p>Staples offers many web-based training programs and manuals, including:</p> <ul style="list-style-type: none"> <li>• Online training programs from leading manufacturers</li> <li>• Training manuals with a step-by-step process for effective restroom, carpet and floor care</li> <li>• Safety Data Sheets for all chemicals and liquids in custodial program, available in print and online</li> <li>• Healthy &amp; Safe Trainings</li> <li>• Customized and bi-lingual wall charts for the cleaning chemicals you use, as well as their specific applications and equipment needed for each product</li> </ul>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<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>• 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> </ul> <p><b>HEALTHY AND SAFE TRAININGS</b></p> <p>To support our customers during the current health crisis, our experts developed a three-part Healthy and Safe training series on general cleaning and disinfecting. Our certified, Facility Solutions Senior Technical Trainer delivered this virtual course to hundreds of Office and Facilities Managers nationally, providing critical information on cleaning strategies, furniture configuration and new technology used to keep spaces clean and staff and visitors healthy.</p> <p>Objectives of the course:</p> <ul style="list-style-type: none"> <li>• Help our customers create safer, healthier work environments</li> <li>• Establish more hygienic work practices</li> <li>• Provide ideas on how to communicate best practices and actions being taken for employees</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</p>

		<p>future state comparison.</p> <p><b>STAPLES REORDER APP</b></p> <p>Over the past few years, we have identified the need to reduce friction in the reordering process, as many customers spend a significant amount of time checking stock levels to replenish products or hire a third party to conduct vendor-managed inventory, often at quite an expense and sometimes ordering products beyond the level of need.</p> <p>To solve this friction and save customers both time and money, we developed a proprietary mobile reorder application for iPads as well as Android and iOS smartphones that creates a fast, visual way to reorder as the associate is checking stock levels in breakrooms, janitorial closets, copy rooms, or other stockrooms. It eliminates writing down all of the ordering needs on paper and then going back to one's desk to find the item online and place the order. Now, the order can be placed right in the breakroom or stockroom.</p> <p>We have the ability to customize the app for a Member's individual rooms and products. Their locations are listed in the menu. And the panels of products are organized by how you visually inspect them. Members are able to either swipe the screen right or left for product groupings or select from the top right menu. Some customers group coffee items separately from cleaning items, for example. There is also an "everything else" panel which features other products in your order history that may be helpful for quick access or reference.</p> <ul style="list-style-type: none"> <li>• If there is no WIFI or cell service in that location, which can be the case in supply closets, it is designed to continue to function and places the order once connection is restored.</li> <li>• The associate benefits from the ability to maintain multiple checkout carts for individual ship-to locations, so they can place the orders at the end of their rounds if they would like.</li> <li>• The carts in progress are viewable on StaplesAdvantage.com.</li> <li>• The products listed on buttons can be changed by the user in their StaplesAdvantage.com shopping list or with assistance from our internal teams.</li> <li>• Third-party punchout customers can use Staples Reorder with a separate bill-to setup.</li> <li>• We have recently added the ability to select a future delivery date.</li> </ul> <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 strategy is an enhanced interactive digital experience that makes it easier for customers to build a workplace that makes every employee's Worklife fulfilling and collaborative. Recent enhancements to StaplesAdvantage.com include making it easier to find and reorder product, improving basic ordering features and adding more self-service features. 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.</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 Entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts can design a program tailored to each participating Entity's goals and our Field Marketing personnel will help promote it to their employees. Please see Attachment 5 for more details.</p>

<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p><b>ENVIRONMENTAL CERTIFICATIONS</b>  <b>ENERGY STAR® CERTIFICATION</b>                  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 nine consecutive years.</p> <p><b>ENVIRONMENTAL PRODUCT CERTIFICATIONS</b>                  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's and its participating Entities' commitment to diversity and offers a choice of two diversity programs to achieve a participating Entity's diverse and small business supplier spending goals.</p> <p><b>DIVERSITY ONE PROGRAM</b>                  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 Entities with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required.</p> <p>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>                  With this program, participating Entities can access a wide selection of high quality, cost-effective products manufactured by diverse and small business suppliers. participating Entities 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 Entity.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</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 Entities. 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>• Worklife Solutions – Participating Entities can maximize unique supplier consolidation savings through our expansive janitorial product and service offering, which includes cleaning supplies, breakroom and beverages offerings, breakroom furniture, pack and ship supplies, paper products, heavy equipment, safety and first aid and personal protective equipment.</li> <li>• Ordering Made Easy – Staples is one of few suppliers that sells many products at the “each” quantity level and offers no or low minimum quantity requirements. Staples has the capability to ship by individual quantities or as full cases of products.</li> <li>• Return to Work Safely – During the last few months, we have added over 500, carefully vetted, new SKUs in the PPE, sanitation and disinfectant categories. We have also supported our customers in re-opening their facilities with a series of cleaning trainings lead by our Facility Solutions Senior Manager Technical Trainer.</li> <li>• Category Expertise – Our industry experts provide assessments and advice on products and process efficiencies in all areas of Facility Solutions. We have dedicated Field Facility Solutions Specialists to provide local support to participating Entities throughout the country.</li> <li>• Superior Delivery Execution – Rely on free, accurate next-business-day delivery to participating Entities' locations from our 24 strategically located, state-of-the-art fulfillment centers. Unlike our competitors, Staples stocks 95% of inventory in our own warehouses available for next-business-day delivery.</li> <li>• E-Procurement Expertise – 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>• Recognized Customer Call Centers – Exceeding our customers' expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve problems in one call.</li> <li>• Financial Strength – 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 Entities with the confidence of working with a strong and stable supplier.</li> <li>• Corporate Responsibility – We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community.</li> <li>• Worklife Magazine – 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>
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**Table 9: Warranty**

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

Line Item	Question	Response *
42	<p>Do your warranties cover all products, parts, and labor?</p>	<p>Staples expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all janitorial products sold to Buyer. Staples expressly warrants that all Supplier-branded janitorial 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 janitorial products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Staples' samples, if any.</p> <p><b>SERVICES WARRANTY</b> Staples warrants that the Services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Staples and Buyer. Staples' labor services are warranted for one year.</p> <p><b>GENERAL WARRANTY DISCLAIMER</b> These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Staples specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.</p>
43	<p>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</p>	<p>Please see our response to Question 42 above.</p>

44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see our response to Question 42 above.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	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. For products purchased through Staples, all manufacturer warranties are passed on to the participating Entity and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.	*
46	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?	For products purchased through Staples, all manufacturer warranties are passed on to the participating Entity and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 42 for more details.	*
47	What are your proposed exchange and return programs and policies?	<p>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>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. A 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>DAMAGED/DEFECTIVE ITEMS</b></p> <p>Please call the Customer Service team to return damaged or defective products. The participating Entity account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues.</p> <p><b>IMPORTANT NOTES ABOUT ALL RETURNS</b></p> <ul style="list-style-type: none"> <li>• Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit.</li> <li>• For health and safety reasons, food, beverages, first aid and medical products cannot be returned.</li> <li>• For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>	*

48	Describe any service contract options for the items included in your proposal.	<p>Staples offers a number of loaner/lease agreement options to meet Sourcewell participating Entities' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell participating Entity:</p> <p>Coffee: We provide the coffee brewer, installation; maintenance and service at no cost 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.</p> <p>Water: Our program is a loaner/lease agreement in which the participating Entity pays established fees monthly and Staples installs, maintains and services the filtration unit. The participating Entity 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.</p> <p>Ware Wash: Utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the participating Entity's purchase of the Diversey chemicals through Staples.</p> <p>Equipment: There are service contracts and lease agreements, coordinated by the manufacturer.</p> <p>Additional fees may apply for items such as off-cycle filter changes, cleaning and sanitization.</p>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Staples' standard payment terms are Net 30 days. Each participating Entity will remit all invoice payments, including all taxes on its product purchases to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and participating Entity. In the event a participating Entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such participating Entity's location(s) by written notice to such participating Entity and to Sourcewell.</p>
50	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?	<p>Staples is flexible and utilizes multiple third-party leasing sources for eligible Staples customers. Participating Entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to.</p> <p>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 payments to meet the participating Entity's 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 participating Entities to help finalize the option that best suits their needs.</p>

51	<p>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 participating entities' purchase orders.</p>	<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 Entity'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>
52	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>Yes. StaplesAdvantage.com accepts credit cards and procurement cards as a method of payment. In addition, if a participating Entity requires for purchases to be made with a procurement card, we can require credit card information before order submission. Please note that procurement cards and credit cards may not be used to pay invoices.</p>

**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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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Staples proposed pricing model is designed to take advantage of our industry leading assortment of products, equipment and services. The offering includes a large number of net priced items on the Core List that facilitates price stability on janitorial supplies. Our Non-Core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of janitorial 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.
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54	<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 Entities. Prices for Core List items provided under this contract are set forth in Exhibit 1 - Sourcewell Janitorial Core Item List.</p> <p>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 upon 30 days' written notification. Manufacturer's documentation will be provided when available. Premium Products are defined as janitorial paper, towel, tissue, paper-related items, petroleum-, resin-, and steel-based products, custom products, and seasonal products that participating Entities 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 participating Entities to identify alternative products to mitigate the impact of the foregoing where possible. Staples also reserves the right to impose order quantity limits on Core Items in the event supply is limited due to shortages or supply constraints caused by extraordinary market events.</p> <p><b>Updated Items.</b> For purposes of contract management, Staples may provide to Sourcewell an updated report which shall identify the SKU numbers and prices for product price changes, new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed 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 Entity based upon commitments and variables that may include, but not limited to, participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with 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. 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.</p> <p><b>Sourced Goods.</b> Participating Entities may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering participating Entity. Pricing Exhibit. Please see our pricing Exhibit 1 - Sourcewell Janitorial Core Item List for pricing details.</p> <p><b>Diversity One Program.</b> Staples reserves the right to implement a pricing upcharge when setting up a Diversity One Program for any participating Entity to reflect the additional cost of the diversity supplier's program.</p>
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55	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 Entities' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating Entity based upon commitments and variables that may include, but not limited to, participating Entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.	*
56	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 Entities. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from 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 the Account Manager. The non-stock procurement team works diligently to fulfill 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 Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering participating Entity.	*
57	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 or water/coffee dispensers, etc. which at the option of the participating Entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell participating Entity. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering Entity.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: <ul style="list-style-type: none"> <li>• Expedited deliveries</li> <li>• Deliveries outside Staples' standard distribution area (Alaska and Hawaii)</li> <li>• Bulky, fragile, or heavy items such as water, ice melt, chemicals and equipment</li> <li>• Or as otherwise indicated on our website at the time of purchase</li> </ul> Surcharges are calculated on a per-order basis.	*
59	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 Entity. 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 may 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; below 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.

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>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.</p> <p><b>PREMIUM DELIVERY OPTIONS</b></p> <p>As part of each participating Entity'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:</p> <ul style="list-style-type: none"> <li>• Specific delivery windows (before noon, after 10:00 a.m., etc.)</li> <li>• Desktop delivery (desk to desk)</li> <li>• Inside delivery (specific floor)</li> <li>• Mailroom delivery (by floor)</li> <li>• Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves)</li> <li>• Loading boxes through an X-ray machine prior to making delivery</li> </ul> <p>Additional costs may apply for premium services and is customized based on each participating Entity's specific requirements.</p> <p><b>SAME-DAY DELIVERIES</b></p> <p>Same-business-day delivery may be a possibility for this product category. Participating Entities can contact Staples Customer Service by 11:30 a.m. local time to inquire and ensure all appropriate process checks are completed. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• HAZMAT items (this includes items that contain Lithium batteries)</li> <li>• Liquid</li> <li>• Food and beverage items</li> <li>• Custom items</li> <li>• Drop ship or special-order items</li> <li>• Orders containing more than six SKUs</li> </ul> <p>Our industry-leading network of U.S. retail stores also give participating Entities easy same-day purchasing solutions. Employees can make in-store purchases and receive their customer pricing for both office and janitorial supplies.</p> <p><b>BUY ONLINE, PICK UP IN STORE</b></p> <p>Participating Entities may be able to purchase certain items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows users to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.</p>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	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 *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating Entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating Entities receive pricing that is consistent.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Unless otherwise mutually agreed to in writing by Sourcewell and Staples, and except as stated below, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the participating Entity's' 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 administrative fee of 0.25% for participating Entities' aggregate Net Sales of Flooring Equipment. Flooring Equipment is defined as floor and street machines, including but not limited to scrubbers, sweepers, burnishers and vacuums. 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 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Staples leverages our extensive distribution network and close supplier relationships to offer participating Entities competitive prices on the industry's leading brands. We source directly from manufacturers like Georgia-Pacific, P&amp;G Professional, Kimberly-Clark, Diversey, GOJO, Rubbermaid, TASKI, Nobles and 3M. We also offer an array of environmentally preferable alternatives that were designed specifically for their minimal impact on the environment, including a new innovative product brand exclusive to Staples under the Coastwide brand that carries the Eco-ID™ mark. Throughout the duration of each program, Staples Account Executives will use data collected during site surveys, program analyses and business reviews to recommend products that support each participating Entities' organizational, environmental and cost-savings goals.</p> <p>Please see Attachment 6 - Product &amp; Service Offering for our detailed offering.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>With Staples, participating Entities can rely on one source for a full range of janitorial supplies and facility needs:</p> <p><b>JANITORIAL &amp; CLEANING</b></p> <ul style="list-style-type: none"> <li>• Chemicals and cleaners</li> <li>• Chemical dispensing systems and dilution control</li> <li>• Cleaning tools and supplies</li> <li>• Tissues, towels and dispensers</li> <li>• Can liners and wastebaskets</li> <li>• Mops, brooms and brushes</li> <li>• Floor and entryway matting</li> <li>• Floor maintenance pads, sponges and abrasives</li> <li>• Hard floor and carpet care maintenance equipment</li> </ul> <p><b>AIR FILTRATION</b></p> <ul style="list-style-type: none"> <li>• HVAC Air Filters</li> <li>• Air Purifiers – Commercial Wall-Mounted</li> <li>• Air Purifiers – Commercial Portable</li> </ul> <p><b>BREAKROOM</b></p> <ul style="list-style-type: none"> <li>• Snacks and beverages, with healthy options</li> <li>• Single cup, pour-over and direct waterline coffee brewer options</li> <li>• Large assortment of coffees, hot cocoa and teas</li> <li>• Sugars and sweeteners</li> <li>• Hot cups, sleeves and stirrers</li> <li>• Water filtration systems and bottled water delivery programs</li> <li>• Eco-conscious paper goods</li> <li>• Cups, plates and cutlery</li> <li>• Stylish furniture</li> </ul> <p><b>PACK &amp; SHIP</b></p> <ul style="list-style-type: none"> <li>• Corrugated boxes</li> <li>• Poly, flat and re-closable bags</li> <li>• Shrink bags, film and tubing</li> <li>• Pallet sheets, furniture covers</li> <li>• Bubble and crushproof mailers</li> <li>• Stretch wrap and dispensers</li> <li>• Custom and preprinted labels</li> <li>• Package cushioning and void fill</li> <li>• Stock and pre-printed tape</li> <li>• Industrial labelers</li> <li>• Digital mailing scales</li> <li>• Carts, dollies and pallet trucks</li> </ul> <p><b>SAFETY</b></p> <ul style="list-style-type: none"> <li>• Anti-bacterial soaps</li> <li>• Sanitizers and tissues</li> <li>• Touch-free dispensers</li> <li>• Disinfectant cleaners</li> <li>• Gloves, coveralls and rainwear</li> <li>• Hearing protection</li> <li>• Fire protection</li> <li>• Respirators</li> <li>• First aid kits and refills</li> <li>• Eye wash stations and spill kits</li> <li>• Safety signage</li> <li>• Personal protective equipment</li> <li>• Hard hats, vests, masks, safety glasses</li> </ul> <p><b>FIRST AID</b></p> <ul style="list-style-type: none"> <li>• Emergency preparedness</li> <li>• Medical and healthcare supplies</li> <li>• Sanitizing wipes, sprays and industrial cleaners</li> <li>• Anti-microbial keyboards, wrist rests, mice, pens</li> <li>• Fire alarms, extinguishers and oily wastes cans</li> <li>• Safety tape, signage and crowd-control products</li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments	
66	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
67	Janitorial equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
68	Consumable items	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
69	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
70	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
71	Safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 - Product & Service Offering for our detailed offering.	*
72	Janitorial or custodial-related software, applications, or platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	There may be some janitorial/custodial applications or platforms available from our manufacturers. Staples is happy to discuss available options with participating Entities.	*
73	Customer support, training or assessment services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Questions 26, 36 and 37 for more information.	*
74	Digital catalog with web-based purchasing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Question 35 for more information.	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
75	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the Contract include number of participating Entities under the agreement, geographic distribution of participating Entities, sales and number of orders by participating Entity and year-over-year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell's participating Entities 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 Entities.	*



76	Describe your capabilities for training new participating entities as it relates to the order process, accessing resources and training, and website navigation.	<p>Staples can introduce a comprehensive communication campaign prior to program launch to ensure participating Entity's employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure participating Entity'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 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 the program.</p> <p><b>TECHNICAL SUPPORT</b></p> <p>The <a href="http://StaplesAdvantage.com">StaplesAdvantage.com</a> technical support team is available for end user assistance Monday through Friday, 8:00 a.m. to 8:00 p.m. ET via phone, email and live chat. The technical support contact information is listed under the Help Center on the home page. Staples' robust Help Center enables customers to search help topics, review common troubleshooting steps, manage their account, track or return orders, view or print packing slips, get pre-paid address labels to recycle ink and toner and more.</p> <p><b>LIVE CHAT</b></p> <p>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 participating Entities.</p> <p><b>CUSTOMER SERVICE PAGE</b></p> <p>Our Customer Service page on <a href="http://StaplesAdvantage.com">StaplesAdvantage.com</a> offers additional support, including:</p> <ul style="list-style-type: none"> <li>• Technical support phone number and online chat</li> <li>• Information on online returns</li> <li>• FAQs and Quick Reference Guides</li> <li>• Ordering Tips</li> <li>• Information on our ink and toner recycling programs</li> <li>• Link to Safety Data Sheets</li> </ul>
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77	<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 participating Entities at risk.</p> <p><b>ANNUAL VENDOR REVIEWS</b></p> <p>We only source from the most trusted and reputable suppliers in our industry. 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 Georgia-Pacific, Kimberly-Clark, 3M, Fellowes, Marcal and others.</p> <p>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 Entities.</li> </ul> <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. The Staples Account Manager will share corrective actions and report on progress during regular business reviews.</p>
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<p>78</p>	<p>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>	<p><b>PRODUCT LABELING STRATEGY</b>                  We offer new innovative product brands exclusive to Staples that include a line of eco-conscious cleaning products that are not only less harmful to humans and the planet but deliver cleaning power and cost-in-use savings that outperform the traditional brands.                  The Coastwide™ brand, carrying the Eco-ID™ mark that were designed specifically for their minimal impact on the environment, provide a safer alternative for both participating Entities and the planet. Color-coded and numbered containers provide consistency between the bulk container, dispensing unit training materials and secondary bottle as an additional safety precaution.</p> <p><b>COMPOSTABLE PRODUCTS</b>                  In addition to offering compostable trash can liners, Staples offers a line of compostable food and beverage containers in the U.S. made from corn, sugarcane and other natural resources.</p> <ul style="list-style-type: none"> <li>• Our BPI compostable certified cold cups are made from PLA, a renewable corn-based plastic and designed for composting.</li> <li>• Our BPI compostable certified hot cups are lined with corn-based plastic, while most conventional alternatives are lined with petroleum-based products that do not biodegrade and do not allow the cups to be recycled</li> <li>• We also offer BPI compostable certified straws as well, made with renewable corn-based plastic instead of petroleum-based plastics so they can be composted in commercial composting facilities.</li> </ul> <p><b>ZERO WASTE BOX</b>                  In addition to compostable products, Staples offers a set of unique solutions to support composting and recycling virtually any kind of product. Our Zero Waste Box system, powered by Terracycle, is an innovative way to recycle workplace waste and support zero waste goals. Terracycle takes the waste collected and composts it or recycles it into new products.                  Every box comes with a prepaid return shipping label, and participating Entities can order boxes in a variety of sizes to recycle workplace waste:</p> <ul style="list-style-type: none"> <li>• Coffee capsules</li> <li>• Dining disposables</li> <li>• Cleaning supplies</li> <li>• Office supplies</li> <li>• Safety equipment</li> </ul> <p><b>PACKAGING OPTIMIZATION</b>                  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>
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79	Describe the extent to which your products promote sustainability, are recyclable or contain recycled materials.	<p>Staples offers thousands of environmentally conscious products, including many that have achieved third-party certifications, such as Green Seal™, GREENGUARD, ENERGY STAR®, ACMI, FSC, EPEAT and EPA's Safer Choice. These items are clearly marked and easily searchable online. We are committed to offering high-quality and cost-competitive environmental product alternatives.</p> <p>Staples has developed our own line of eco-conscious cleaning products that are less harmful to the planet while delivering cleaning power and cost-in-use savings that outperform traditional brands. Our Coastwide line of products that meet the criteria to earn our Eco-ID badge provide a safer alternative for both participating Entities and the environment. As an added benefit, using sustainable cleaning products, like those offered Coastwide, can help you earn credits under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) accreditation system.</p> <p>Green cleaning isn't entirely about products; a critical component involves the processes in place, and Staples focuses on the importance of implementing efficient processes for using green chemicals. Our Facility Solutions Account Executives can show your Members how to clean for a healthier, cleaner work environment while at the same time using fewer chemicals and improving their labor efficiencies. Such improvements can result in additional credits for LEED Certification.</p> <p><b>ENVIRONMENTALLY FRIENDLY PRODUCTS</b></p> <p>Our eco-conscious product selection includes:</p> <ul style="list-style-type: none"> <li>• Coastwide Concentrated Cleaning Chemicals – From glass and carpet cleaners to all-purpose cleaners and floor finishes, we have Coastwide solutions meeting Eco-ID criteria for all maintenance needs.</li> <li>• Ready-to-Use Cleaners – We offer a ready-to-use glass cleaner and a multi-purpose cleaner that have met the standards for Green Seal and EPA Safer Choice certification. They have many of the same environmental benefits as our concentrated chemical line but are ready to clean right out of the box.</li> <li>• Biodegradable &amp; Compostable Breakroom Supplies – Staples has a compostable food container and beverage line, available in the U.S., made from corn, sugarcane and other natural products.</li> <li>• Recycled Paper Items – We offer hundreds of paper items with post-consumer recycled content, including coreless tissues, recycled paper towels and bathroom tissues containing recycled fibers, as well as Tru Red recycled printing papers that are also FSC-certified.</li> <li>• Reduced-Impact Alternative Products – Staples offers reduced impact products like biodegradable packing peanuts and nontoxic, Green Seal-certified cleaners and biodegradable and compostable trash can liners.</li> <li>• Matting – High quality indoor and outdoor mats, made from recycled content, are an integral part to many organizations' green cleaning programs.</li> <li>• Floor Cleaning Equipment – Staples partners with the most advanced floor care equipment manufacturers to find the right equipment to reduce chemicals, water, energy and labor hours.</li> </ul> <p>We offer multiple ways to integrate these products into participating Entities' purchasing mix. The quarterly business review process offers an opportunity to thoroughly review goals, performance and potential cost savings. During these meetings, we can identify high usage items that have an equivalent item with environmental attributes that will help you meet participating Entity purchasing goals.</p> <p><b>FACILITIES RECYCLING &amp; COMPOSTING</b></p> <p>Staples has helped many of our customers create and enhance their recycling and composting initiatives, from providing recycling units and signage to offering compostable trash can liners and breakroom supplies. We can conduct site audits to determine the most suitable program and execute that program at all of participating Entities' locations with consistent products and tools, training and manufacturer support. These programs can be as involved as a no-trash initiative, or as minimal as providing recycling bins alongside office trash cans.</p> <p>In addition, Staples invests significant time and resources in janitorial programs that minimize waste and reduce cost-in-use, such as coreless tissue, hands-free roll towel systems and foam hand soap.</p> <p><b>ENVIRONMENTAL REPORTING</b></p> <p>At Staples, we are going to work together with participating Entities to develop Worklife Solutions and measure the impact of their sustainable initiatives through clear, detailed reporting and quarterly business reviews. Staples' environmental reporting makes it easy to measure the impact of sustainable initiatives. With our Environmental Purchases Summary report, participating Entities may see a complete picture of green purchasing behaviors across their organization. And our Industry Benchmark tool will help compare their performance to that of their industry peers. You can also look at more specific information with our environmental details report, focusing in on key product categories where you'd like to improve your performance. Finally, our Small Order Reduction Calculator details how you can reduce both delivery costs and environmental impacts.</p>
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<p>80</p>	<p>Describe your capability to identify third-party issued eco-labels, ratings or certifications for the products in your catalog related to environmental or green factors.</p>	<p><b>PRODUCT CERTIFICATIONS &amp; ECO-LABELING</b>                  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 compostable</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>81</p>	<p>Describe the features of your digital catalog to include available standard and enhanced content (description, photo, pricing, stock availability, ship/delivery date, etc.)</p>	<p>Staples partners with our product vendors and suppliers to capture detailed and accurate product information that includes:</p> <ul style="list-style-type: none"> <li>• Item number</li> <li>• Manufacturer item number</li> <li>• Vendor name</li> <li>• Short description</li> <li>• Long description</li> <li>• Product image (jpeg format)</li> </ul> <p>All items on Staples' ordering site include images, full description and detailed product specifications, with partial graphic support for wholesaler items. Staples also maintains its own five-layer categorization schema that includes: Super-Category, Category, Sub-Category, SKU Set and SKU.</p> <p><b>STOCK AVAILABILITY</b>                  Users on StaplesAdvantage.com can 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. We do not provide quantity on hand but do provide expected delivery date based on quantity entered for inquiry or ordering. 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>82</p>	<p>Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)</p>	<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 procurement programs. Staples uses multiple strategies to keep program compliance high and costs low.</p> <p><b>MINIMUM ORDER SIZE</b> Unless otherwise mutually agreed to by Staples and a Sourcewell participating Entity, Sourcewell and its participating Entities shall have a minimum order size of \$35.00 per order.</p> <p><b>ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS</b> 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 each participating Entity 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> 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 each participating Entity'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> StaplesAdvantage.com also drives program compliance with features like:</p> <ul style="list-style-type: none"> <li>• The ability to customize the Member's 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>
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**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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 - Tuesday October 13, 2020 09:29:35

[Marketing Plan/Samples](#) - Attachment 4 - Sourcewell Janitorial Marketing Plan.pdf - Tuesday October 13, 2020 10:20:07

WMBE/MBE/SBE or Related Certificates (optional)

Warranty Information (optional)

[Pricing](#) - Exhibit 1 - Sourcewell Janitorial Core Item List.xlsx - Tuesday October 13, 2020 09:06:44

[Additional Document](#) - Staples Attachments 2-3-5 and 6.zip - Tuesday October 13, 2020 12:26:58

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated



by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 5_Janitorial Supplies_RFP_101320</b> Mon October 5 2020 10:21 AM	<input checked="" type="checkbox"/>	2
<b>Addendum 4_Janitorial Supplies_RFP_101320</b> Fri September 11 2020 03:22 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Janitorial Supplies_RFP_101320</b> Thu September 10 2020 10:32 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Janitorial Supplies_RFP_101320</b> Wed September 2 2020 09:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_Janitorial Supplies_RFP_101320</b> Fri August 21 2020 08:16 AM	<input checked="" type="checkbox"/>	2