



**MASTER AGREEMENT #082724**  
**CATEGORY: Janitorial Supplies**  
**SUPPLIER: Veritiv Operating Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Veritiv Operating Company, 1000 Abernathy Road, Atlanta, GA 30328 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 31, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #082724 to Participating Entities. In Scope solutions include:
- a) Cleaning supplies and chemicals;
- b) Janitorial equipment;
- c) Consumable items, disposable and hygiene supplies;
- d) Facility and sanitary maintenance products;
- e) Breakroom supplies;
- f) Facility safety supplies;
- g) Proposers must include one or a combination of the offerings listed in a. – f. above in their proposal to be eligible to propose the following complementary solutions:
- i) Janitorial or custodial-related software, applications, or platforms.
- ii) Customer support, training, and assessment services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

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

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

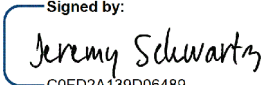
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Veritiv Operating Company

Signed by:  
  
 By: \_\_\_\_\_  
 C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 10/29/2024 | 5:30 PM CDT  
 \_\_\_\_\_

DocuSigned by:  
  
 By: \_\_\_\_\_  
 724D1965B67F488...  
 Mark Diani  
 Title: Sr. Director Business Development FS  
 Date: 10/29/2024 | 4:22 PM EDT  
 \_\_\_\_\_

# RFP 082724 - Janitorial Supplies and Equipment with Related Services

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## Vendor Details

Company Name: Veritiv Operating Company  
Does your company conduct business under any other name? If yes, please state: Georgia  
Address: 1000  
Atlanta, GA 30328  
Contact: laurie braun  
Email: laurie.braun@veritivcorp.com  
Phone: 717-610-9162  
Fax: 717-610-9162  
HST#: 13-5369500

## Submission Details

Created On: Monday July 15, 2024 10:58:47  
Submitted On: Thursday August 22, 2024 09:29:28  
Submitted By: laurie braun  
Email: laurie.braun@veritivcorp.com  
Transaction #: 75f9a55f-66bc-4834-bb60-5ca39fe9a52e  
Submitter's IP Address: 136.226.107.109

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Veritiv Operating Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	V24XNRL2M4D1
5	Provide your NAICS code applicable to Solutions proposed.	423840 – Industrial Supplies Merchant Wholesalers; 424130 – Industrial and Personal Service Paper Merchant Wholesalers
6	Proposer Physical Address:	1000 Abernathy Road, Atlanta GA 30328 (corporate office)
7	Proposer website address (or addresses):	www.veritiv.com
8	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):	Mark Diani, Sr Director Business Development FS 1000 Abernathy Road, Atlanta GA 30328 mark.diani@veritivcorp.com 781-964-5571
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Joseph Gurzenda, Corporate Account Manager 4501 Westport Drive, Mechanicsburg, PA 17055 joseph.gurzenda@veritivcorp.com 717-215-4249
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Laurie Braun, Corporate Bid Specialist 4501 Westport Drive, Mechanicsburg, PA 17055 laurie.braun@veritivcorp.com 717-610-9162  James Nowak, Government Program Manager james.nowak2@veritivcorp.com 717-903-8816

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Veritiv, with headquarter in Atlanta, Georgia, is one of North America's largest business-to-business distributors and employ the most experienced professionals.</p> <ul style="list-style-type: none"> <li>• Approximately 5,000 team members</li> <li>• Approximately 95 distribution centers across North America</li> <li>• Veritiv has been named to the Fortune 500® list of largest companies based in the U.S.</li> </ul> <p>We put decades of industry knowledge, expertise, and proven supply chain ingenuity to work for our customers in a wide range of industries and a variety of businesses – including more than half of Fortune 500® companies.</p> <p>Veritiv is a full-service strategic distribution company offering business-to-business solutions including Packaging, Print and Paper, Publishing, Facility Supplies and Equipment including disposable foodservice and safety related products including Personal Protection Equipment (PPE).</p> <p>Veritiv provides Packaging, Facility Supplies and Equipment, Print and Publishing and Print Management Solutions that give our customers a competitive edge and help shape their success. Industries we serve include Aerospace, Automotive &amp; Heavy Machinery, Colleges &amp; Universities, Public K-12 education, City, County and State Governments, Computers &amp; Electronics, Cruise Lines, Food &amp; Beverage, Fulfillment, Furniture, Healthcare, High-Traffic Venues, Manufacturing, Medical Equipment &amp; Supplies, and Property Management</p> <p>Veritiv was established on July 1, 2014 following the merger of International Paper Company's xpedx distribution solutions business and UWW Holdings, Inc., the parent company of Unisource Worldwide.</p> <p>Initially, Veritiv Corporation conducted business through two main operating companies, Unisource Worldwide, Inc. and xpedx, LLC – going back to 1975. Effective December 31, 2015, Unisource Worldwide, Inc., changed its name to Veritiv Operating Company and xpedx, LLC merged with and into Veritiv Operating Company.</p>	*
12	What are your company's expectations in the event of an award?	<p>Veritiv will utilize this Contract as part of our overall public sector sales strategy to propose our janitorial products, equipment and value-added services to those current Sourcwell registered members as well as all eligible entities across the United States. This Sourcwell contract will enable our Veritiv field sales organization across the United States to propose our value proposition and allow the customers to transact with Veritiv. As Veritiv aligns with the Sourcwell team, specifically marketing and business development, success will be realized as we will provide solutions that meet and exceed the overall requirements of facility and custodial departments. This contract with tens of thousands of potential end users will drive significant new business and sales for Veritiv!</p>	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>As a private company, Veritiv does not provide any financial data after 2022. Attached in the Financial Strength and Stability section of the Documents upload in this RFP, are our Annual Reports for the years 2020 – 2022.</p> <p>Veritiv By The Numbers</p> <p>5000 Employees</p> <p>95 Distribution Centers – 14.1M sq ft of space</p> <p>\$7.1B Net Sales</p> <p>\$337.9M Net Income full year 2022</p>	*
14	What is your US market share for the solutions that you are proposing?	Our market share is approximately 5-7%	*
15	What is your Canadian market share for the solutions that you are proposing?	N/A	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Veritiv has never been involved in bankruptcy proceedings.	*



17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question that best applies to your organization, either a) or b).</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>a - Veritiv is a distributor. Veritiv is an authorized distributor for hundreds of manufacturers of facility supplies and equipment such as but not limited to the following: Georgia Pacific, Kimberly Clark, Gojo, Rubbermaid, Berry, Diversey, Ecolab, Tenant, Nilfisk, Clark, etc..</p>
18	<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>As a national distributor, Veritiv is registered and has all the necessary current licenses with all 50 states to conduct business.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Veritiv does not have any current or past debarments.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>2024 – Veritiv has been recognized as Walt Disney World's 2024 “Supplier of the Year.” Veritiv’s Facility Solutions team members work tirelessly to deliver on commitment to service excellence. Disney commented that Veritiv has consistently brought innovation and exceeded expectations for service levels throughout their parks and cruise line.</p> <p>Named one of the World's Most Admired Companies by Fortune Magazine for 2023 and 2024.</p> <p>2023 - Named one of the 2023 Best Places to Work by the Cincinnati Business Courier and the Los Angeles Business Journal.</p> <p>Listed as one of America’s Most Loved Workplaces by Newsweek.</p> <p>2022 - Veritiv's CEO Sal Abbate was named a recipient of the Atlanta Business Chronicle's Most Admired CEO Awards.</p> <p>2021 - #2 on the list of Investor's Business Daily (IBD) 100 Best Companies of 2021. The top 100 companies in terms of stock performance reflect the gains in diverse sectors as the economy recovered from Covid-10's initial jolt. All companies on the list have average daily trading volume of 100,000 shares or more and were priced at \$12 or higher as the year began. Closed-end funds were excluded.</p> <p>Dieline awards Veritiv 1st place for Technology Packaging. Veritiv’s customer Dell has a goal to have 100 percent of their packaging made from recycled or renewable material. Veritiv redesigned a packaging solutions specifically for Dell’s XPS 13 2-in-1 laptop (and now expanded to other laptops) with ocean plastics. This program was the technology industry’s first shipment of ocean plastics packaging. The Veritiv team sourced the global supply chain partners, engineered the trays, tested them, and they are now operational and successful. Veritiv has quadrupled the ocean plastics upcycled since the start of this program.</p> <p>2020 - Veritiv was honored with John Deere’s Partner in Achieving Excellence Award for 2020. According to John Deere’s Intelligent Solutions Group, the team was recognized for “dedication to providing products and service of outstanding quality” as well as a “commitment to continuous improvement.” Veritiv is a supplier of materials and services to John Deere's operations in Fargo, ND, and Torreon, Mexico. Technology company GoPro recognized Veritiv's team with the Tenacity Award at their 2020 Virtual Supplier Summit. Our teams in Mexico, China, and the Chandler, AZ Design Center were honored for their help redesigning the packaging for GoPro’s HER09 Camera using sustainable materials.</p> <p>2020 - FedEx evaluates its suppliers annually based on numerous performance indicators, including accuracy, fulfillment productivity, cost savings, sustainability, diversity, and more. Only 2-3% of FedEx’s suppliers achieve platinum status. This year, Veritiv’s team has achieved 99.8% accuracy and managed more than 35,000 orders daily to achieve the award from this \$230 million client. FedEx has been a Veritiv customer for the last 18 years, and our team has not received the award in seven years. The increased use of metrics and FedEx’s instantaneous insights into the volume and activity of their suppliers' accounts has made this award more difficult to win over the years. It is especially tricky for a supplier like Veritiv, as we serve FedEx from multiple locations with multiple teams and so must continuously collaborate and initiate process improvements to maintain the account to a high level.</p>																																																
21	What percentage of your sales are to the governmental sector in the past three years?	Veritiv currently has sales in the public sector vertical in excess of \$100 million. This represents approximately 5% - 7% of our overall sales.																																																
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23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<table border="1"> <thead> <tr> <th></th> <th>2021</th> <th>2022</th> <th>2023</th> </tr> </thead> <tbody> <tr> <td>KPN</td> <td></td> <td>\$11,040,431</td> <td>\$13,182,543</td> </tr> <tr> <td>TIPS</td> <td>\$ 4,818,212</td> <td></td> <td>\$ 5,022,161</td> </tr> <tr> <td>1GPA</td> <td>\$670,416</td> <td></td> <td>\$ 599,517</td> </tr> <tr> <td>PA</td> <td>\$10,889,077</td> <td></td> <td>\$13,741,533</td> </tr> <tr> <td>COSTARS</td> <td>\$ 4,970,180</td> <td>\$ 6,011,550</td> <td>\$ 5,398,528</td> </tr> <tr> <td>HI</td> <td>\$ 626,058</td> <td></td> <td>\$ 1,055,343</td> </tr> <tr> <td>KS</td> <td>\$ 2,220,309</td> <td></td> <td>\$ 3,197,805</td> </tr> <tr> <td>WA</td> <td>\$ 1,299,618</td> <td></td> <td>\$ 1,402,776</td> </tr> <tr> <td>SC</td> <td>\$ 13,945</td> <td></td> <td>\$ 824,799</td> </tr> <tr> <td>MO</td> <td>\$ 7,895,038</td> <td></td> <td>\$ 1,316,059</td> </tr> <tr> <td>DE</td> <td>\$ 927,361</td> <td></td> <td>\$ 1,314,592</td> </tr> </tbody> </table>		2021	2022	2023	KPN		\$11,040,431	\$13,182,543	TIPS	\$ 4,818,212		\$ 5,022,161	1GPA	\$670,416		\$ 599,517	PA	\$10,889,077		\$13,741,533	COSTARS	\$ 4,970,180	\$ 6,011,550	\$ 5,398,528	HI	\$ 626,058		\$ 1,055,343	KS	\$ 2,220,309		\$ 3,197,805	WA	\$ 1,299,618		\$ 1,402,776	SC	\$ 13,945		\$ 824,799	MO	\$ 7,895,038		\$ 1,316,059	DE	\$ 927,361		\$ 1,314,592
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24	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?	Not applicable
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**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Hampton City Schools 2113 Woodmansee Drive Hampton VA 23663	Roger Ledbetter Custodial Manager	757-951-7089 rledbetter@hampton.K12.va.us
Hayward Unified School District 24411 Amador Street Hayward, CA 94544	Miguel Cruz Director MOT	408-960-4459 mcruz@husd.us
San Francisco State University 1600 Holloway Avenue San Francisco, CA 94132	Shelley Cole Director Facility Services	707-655-7901 shelleyc@sfsu.edu

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

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 *
26	Sales force.	<p>With our sales organization of 400+ representatives, Veritiv is structured to drive sales and provide a great customer experience! Our sales team for Facility supplies is led by Vice President of Sales, Scott MacPherson. Scott’s contact information will be provided upon request. In addition to Scott’s leadership, Veritiv has sales managers throughout the United States that leads a successful field sales organization. We have a talented and educated team focused on the public sector.</p> <p>Veritiv’s Joe Gurzenda, National Government Account Manager will be Sourcwell’s key point of contact who will oversee the contract. Sales Managers assigned to each state will communicate closely with Joe on a regular basis to ensure that we promote our contract as well as execute the implementation. As the National Account Manager for this contract, Joe will take part in quarterly business reviews to ensure contract compliance, review cost saving opportunities and discuss best practices to ensure a health and safe workplace.</p> <p>Led by the national government account manager, Veritiv is focused on three public sector verticals within the government, they are State/Local, K-12 and higher education. Veritiv local sales reps will identify the target accounts to pursue and will engage the business development reps at Sourcwell for support. Our sales representatives will present and promote the Sourcwell national cooperative contract to the end customers. The use of the Sourcwell contract will be a key component to our overall national government strategy.</p> <p>Veritiv has 95 locations throughout the U.S and Mexico with team members worldwide to support our customers.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>As a distributor, Veritiv has approximately 95 distribution centers across the United States including Alaska and Hawaii with millions of dollars of on hand inventory. Veritiv also services our customers with our own fleet of trucks and truck drivers.</p> <p>We purchase our products from thousands of suppliers, both domestic and international, across different business segments. Although varying by segment, the Company’s suppliers consist generally of large corporations selling brand name and private label products.</p> <p>Veritiv expects suppliers to comply with the Veritiv Supplier Code of Conduct, as well as the Veritiv Code of Business Conduct and Ethics, and all applicable laws and regulations.</p> <p>For our full listing of distribution centers, see attachment under the Value Added Capabilities section.</p>

<p>28</p>	<p>Service force.</p>	<p>Customer Experience Professionals will respond directly to inquiry, order placement, return authorization, product sample and product detail needs. The customer service teams will be fully trained in your program requirements, key contacts and resources. A primary and back-up representative will be assigned as informed resources to each customer account. Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Setting up local account profiles</li> <li>• Supporting development of local introductory packages</li> <li>• Managing order processing for local orders</li> <li>• Supporting local staff in order, delivery status and billing inquiries</li> <li>• Sourcing additional product needs</li> <li>• Expediting emergency, rush or critical item orders</li> <li>• Managing returns</li> </ul> <p>Veritiv understands that successful, implementation, execution and high level of service of key national account programs needs the support of all key personnel within the Veritiv organization. Our Veritiv Senior Level Management is providing that key support and has aligned all the necessary resources to meet and exceed all SOURCEWELL contract user requirements. Having significant national accounts with some of the industry's largest customers, we are well equipped and staffed to manage this contract. *  Our Strategic Account Program Management team is comprised of the following:  Operations – Field sourcing, Inventory coordination, Reporting  Billing &amp; Pricing – Contract coordination, Account support  Implementation – Training, Account setup  Strategy Segment – Program Managers, Administrative Assistants</p> <p>A Program Manager(s) will be assigned to customer with the Sales Team(s). Program communication, contract details, training and compliance will be emphasized to all team members, including sales, sales support and customer service.  Account Support -Assigned to Customers and work directly with Sales Team(s) and Customer(s)  Customer contact for operational issues  New program implementations  Communication for all program requirements to field  Account Maintenance  New location set ups  Account linking for pricing &amp; reporting  Reporting for usage and compliance  Pricing maintenance &amp; renewal  Industry price movement tracking</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Veritiv accepts orders via phone, fax, email, electronic transmission, and Veritiv internet-based systems. Order management is evolving toward use of our Internet site as additional markets and product categories are launched, and toward EDI or Web/Internet as customer-specific initiatives (private eCommerce platforms) are integrated. *  *Manual orders, via phone, fax, or email, would be subject to agreed-upon order cutoffs and operating windows.  PO Electronic formats: Veritiv supports transaction (both incoming and outgoing) in many formats: EDI, cXML, flat file, CSV, FTP, etc. Veritiv does require specification for all documents, and we highly recommend samples for all documents to be exchanged.  eCommerce: After an order is entered, Veritiv sends an order confirmation to the customer verifying the price, quantity, ship-to and product detail information prior to shipping and billing. As orders are transmitted to Veritiv, our system routes these to the appropriate Veritiv distribution division for fulfillment. In the event we need to route an order or an item to an alternate division, the customer experience professional can adjust that order/item to the approved alternate division. This action will immediately place the order (or portion of order) into the new division's batches for fulfillment. We may also systematically route an item to always fill from an approved alternate division.  Rush/Emergency orders may be expedited same day to the customer location and any applicable shipping charges would be added to the invoice. An order cut-off time may be required to accurately pick the product and ensure pick up by our carrier. Our Service Coordinators work closely with the customer to facilitate the delivery as expected.</p>

<p>30</p>	<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>We take pride in our customer service as we referred to our customer service locations as “Centers of Excellence”. As this cooperative is national in scope, all Veritiv customer service locations will be involved to support the new customers. Local customer service teams are available, at minimum, from 8 AM to 5 PM local market time. Centralized service coordinators are available from 7 AM to 7 PM Eastern Standard Time. Inventory status and e-Procurement systems are accessible 24/7.</p> <p>Also, Veritiv has a sophisticated internal KPI measurement system. Our tools allow us to track order fill rates, driver delivery performance and order accuracy. These are reviewed internally once a month, and then reviewed with customers at a mutually agreed upon frequency.</p> <p>Veritiv Key Performance Indicators are centered on our value of service to customers and team productivity and performance. They may include:</p> <p>DISTRIBUTION SERVICES</p> <p>Specifically, Veritiv measures and enhances:</p> <ul style="list-style-type: none"> <li>• Fill Rate</li> <li>• Pick Accuracy</li> <li>• Veritiv Performance</li> <li>• Manufacturer Performance</li> <li>• Inventory Days on Hand</li> </ul> <p>WAREHOUSING AND FULFILLMENT SERVICES</p> <p>Veritiv fulfillment services are measured and monitored to meet customer service level agreements. At minimum, our metrics will include:</p> <ul style="list-style-type: none"> <li>• Receiving and put-away within four hours</li> <li>• Receiving disputes are resolved within 24 hours</li> <li>• Orders received by 3PM (local market time) are fulfilled same day, including transfer to carrier</li> <li>• Rush orders received by contract cut-off time are fulfilled same day, including transfer to carrier</li> <li>• Shipments are acknowledged with tracking numbers (in batch form) every four hours</li> <li>• Shipments are confirmed (closed) nightly</li> </ul>
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<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities.</p>	<p>Facility Solutions—The Facility Supplies segment sources and sells cleaning supplies such as towels, tissues, wipers and dispensers, can liners, commercial cleaning chemicals, soaps and sanitizers, sanitary maintenance supplies and equipment, safety, PPE and hazard supplies, and shampoos and amenities primarily in the U.S. and Mexico. Veritiv is a leading distributor in the Facility Solutions segment. We offer a world class network of leading suppliers in all categories, total cost of ownership solutions, budgeting and compliance, inventory management, consistent multi-local supply solutions, and a salesforce trained to bring leading vertical expertise to all the major North American geographies.</p> <p>With annual sales nearly \$1 billion in facility supplies and equipment, Veritiv is well positioned with thousands of products, including those certified as environmentally preferable and a local distribution network to achieve high fill rates with minimal backorders for the customers in the public sector. For the last several years, Veritiv has been servicing the public sector customers thru national cooperative and statewide government contracts, thus, we understand the overall requirements and the importance of these products, equipment and services of the end customers!</p> <p>We purchase our products from thousands of suppliers, both domestic and international, across different business segments consisting of large corporations selling brand name and private label products. We have a product sourcing program that helps us provide reliable products and competitive prices while also being able to meet the needs of different markets. Our procurement program also aims to replenish our inventory, which involves placing purchase orders and minimizing the total cost of inventory by actively managing how many days of inventory we have, securing advantageous payment terms and keeping programs that are owned and managed by vendors.</p> <p>Veritiv has 95 locations throughout the U.S and Mexico with team members worldwide to support our customers.</p> <p>As mentioned above, with our sales organization of 400+ representatives, Veritiv is structured to drive sales and provide a great customer experience! Veritiv's sales managers throughout the United States, leads a successful field sales organization. We have a talented and educated team focused on the public sector.</p> <p>Veritiv's experience in implementation enables us to quickly and effectively take the necessary steps to begin the onboard process of a new national cooperative contract.</p> <ul style="list-style-type: none"> <li>• Execute the contract with signatures</li> <li>• Set up new contract pricing</li> <li>• Create any new accounts and ship to's</li> <li>• Train our sales reps and sales manager on the new contract terms and conditions</li> <li>• Train our customer service team members</li> <li>• E-commerce set up and activation</li> <li>• Establish marketing materials illustrating the Sourcwell Contract #, logo, effective date, product categories, etc</li> </ul> <p>Veritiv will set up a main account and then will create new ship to accounts linked to the main account. Upon award, we will set up in our system at the main account all the Contract pricing. This quick set up normally takes approximately 48 hours. Once the contract prices are set up, Veritiv can begin to accept orders from the eligible political subdivisions. For any new account, Veritiv requires usually less than 48 hours to create and set up account. For new accounts, a sales representative will be assigned, and they will begin to assist in any way.</p> <p>Veritiv's National Account Manager, at time of contract award, will schedule a meeting with the Sourcwell team to discuss the notification of Veritiv's award. For this national contract, Veritiv will utilize our full administration to ensure that the implementation will be a proactive, smooth and expeditious success.</p> <p>Internally, Veritiv will launch the Program Management team on our implementation plan of the process and steps used to execute such a contract. As part of the National Accounts Group, this team has all the resources to successfully implement this contract. Veritiv will create a contract overview document that will highlight, but not limited to, the contract number, Veritiv key personnel, effective start date, and contact information. The overview will include all related ordering information we are to use to service. Training will be conducted on the ordering process. Orders may be placed via phone, e-mail, fax or online.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.</p>	<p>In 2022, Veritiv sold its Canadian business operations in a continued strategy to shift our portfolio to higher growth, higher margin businesses, and geographies. Our focus remains on Packaging and Facility Solutions businesses with a highly diversified mix of products, end-use sectors, and customers that leverage our expertise and ability to deliver value-added custom solutions.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>Veritiv will not be serving entities in Canada.</p>

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Veritiv will provide pricing, products and services to all eligible entities that fall within the guidelines of the Sourcwell contract. Veritiv will set priority to city and county governments along with K-12 and higher education.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Veritiv has warehouses in both Alaska and Hawaii. There are no restrictions as long as the customer is purchasing products and equipment that are part of the Sourcwell master agreement. The lead-time on sourced products may be longer than the lead-times in the lower 48 states. Veritiv will still deliver on our own trucks with our company employed drivers.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Veritiv will extend terms to non-profit organizations.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>First, Veritiv's senior leadership team will endorse the Sourcwell national cooperative as the utilization of this contractual vehicle aligns with our corporate strategy to grow our sales revenue within the public sector vertical. This Sourcwell contract will be a Veritiv Go-To Market strategy for our public sector vertical.</p> <p>Veritiv, upon execution of the contract with Sourcwell will aggressively implement the Contract. Within the first 30 days, Veritiv will work internally with our marketing team to promote our contract in related trade publications, illustrate on our public website at <a href="http://www.veritiv.com">www.veritiv.com</a>, and utilize specific digital marketing on social media sites to public sector end users. Veritiv will incorporate the 'Sourcwell' logo and other related info on co-branded materials to promote and adopt participation by the public sector eligible customers. Veritiv will also exhibit at regional and national tradeshows throughout the contract period. In addition, Veritiv will conduct webinars and Teams calls to promote awareness of Veritiv's new national cooperative contract with Sourcwell. Veritiv values the name/brand recognition of Sourcwell and in good faith and within reason will take full advantage in our marketing efforts. Veritiv will take a very proactive approach with this contract!</p> <p>Within the first 30, days, Veritiv will train all customer service representatives, fields sales representatives and sales management to first and foremost promote and present our offering to Sourcwell current members as well as our existing public sector customers and prospects. Veritiv's CRM tool, Salesforce.com, will be the main central database for all related Sourcwell contract information. Sales representatives will have the ability to access the key training and marketing documents. Our training to our field sales representatives and sales management will include but not limited to the contract product categories, pricing structure, value added services, incentives, and contract compliance.</p> <p>With Sourcwell having a much larger membership base than other cooperatives, Veritiv will take advantage of your current membership to market, prospect and develop lead generation for our field sales organization. Veritiv will also take advantage of aligning and engaging with the field resources, such as business development that Sourcwell offers to make joint calls with the Veritiv field sales representatives.</p> <p>See attached under Marketing samples.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Upon execution of a Sourcwell contract, Veritiv's experienced marketing team will be utilized to the fullest extent in promoting this Contract.</p> <p>Veritiv will work internally with our talented marketing team to promote our contract in related trade publications, illustrate on our public website at <a href="http://www.veritiv.com">www.veritiv.com</a>, and utilize specific digital marketing on social media platforms such as Facebook, Twitter and LinkedIn.</p> <p>Veritiv marketing will also direct end customers to our e-commerce platform. Our e-commerce platform provides pertinent information such as product offering, sustainability certifications, real-time inventory, live shipment tracking and access to key documents such as packing lists, SDS sheets and invoices. Veritiv will take a very proactive approach with this contract!</p>	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	<p>Veritiv is well aware and understands that Sourcwell promotes all the awarded contracts and the suppliers under their portfolio. It is very beneficial to see Sourcwell promote these contracts at conferences and tradeshows all across the United States. This awareness will certainly help Veritiv field sales with engagement with our target prospects within the public sector. Sourcwell's business development representative's alignment to Veritiv will also be beneficial in closing new business.</p>	*

40	Are your Solutions available through an e-procurement (i.e. digital catalog) ordering process? If so, describe your e-procurement system, its features (i.e. pricing, stock availability, photo, description) and how governmental and educational customers have used it.	<p>Yes. Veritiv's Digital Commerce allows customers to link their procurement site to Veritiv's e-Commerce platform for seamless order creation. It's customizable, available 24/7, and simplifies procurement.</p> <p>With familiar shopping-cart-style transactions and a robust reporting suite, commerce.veritivcorp.com enables our customers to increase order accuracy, boost staff productivity, and empower people with the information they need to take action. Veritiv provides easy online order placement and insights to help you forecast demand, standardize products, manage inventory and more:</p> <ul style="list-style-type: none"> <li>• Check prices and access real-time inventory</li> <li>• Obtain pricing specific to your business</li> <li>• Set up repeat orders</li> <li>• View or subscribe to PDF invoices</li> <li>• Access purchase history reports</li> <li>• Set up multiple user types and access privileges</li> <li>• Establish budgets and approve purchases by other users</li> <li>• Ease of searching products (keyword, item number, drill- down, and vendor searches are available)</li> <li>• Quick order / Search feature</li> <li>• Ability to use your own item numbers</li> <li>• MSDS sheets available for download</li> <li>• eInvoice and POD subscription</li> <li>• Delivery notification subscription</li> <li>• Customize catalog for compliance</li> </ul> <p>Please see attached under Marketing section.</p>
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**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
41	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>Veritiv will provide customer training on an as needed basis to end users. Many of our field sales representatives are CIMS certified, Healthcare Advisors and LEAN Engineers. We provide the product knowledge, whether it be for energy efficient products, new products and environmentally preferable products. Our sales representatives have the ability to install certain dispensers for skincare, towel &amp; tissue, and dilution control. In addition, for any cleaning equipment, Veritiv sales representatives have the ability to install and conduct the initial training at time of delivery to the customer.</p> <p>In addition, Veritiv conducts seminars for our current and potential customers throughout the year. We focus on many different topics including Sustainability, Zero Waste Reduction programs, Veritiv Ecommerce, Floor Care Best Practices, Safety, and Bloodborne Pathogens to name a few. Additionally, Veritiv will support the Sourcewell contract with seminars and other communication types, such as tradeshow and webinars at both the local and national levels.</p> <p>Veritiv will also offer additional tools for those end users who are GREEN and SUSTAINABLE driven. For example, Our LEAN Advisors will present and train all end users in Veritiv's exclusive GREEN GAUGE PROGRAM. The Green Gauge Program provides keen insights into your green cleaning program by analyzing your paper, liner, chemical and skincare purchases and associated processes against LEED v4 O+M standards. It then displays this information in a report that easily transfers to LEED® Online™.</p> <p>Veritiv LEAN Advisor program encompasses all facility supplies representatives to be LEAN certified. This program provides site audits/surveys that focus on driving out waste and becoming more efficient thru the 5S principles. One area we look at is SKU rationalization. Driving towards a standardization of products to reduce the number of SKU's is an area that our account managers prioritize. Throughout the LEAN process, significant cost saving recommendations are identified and illustrated in a presentable document to all stakeholders.</p> <p>Veritiv also offers different software that will allow facilities directors and custodial managers with the necessary details demonstrating the work loading of their staff to fully drive labor and cost efficiencies throughout the end customer locations.</p> <p>For any specific inventory requirements, Veritiv offers a Customer Dedicated Inventory (CDI) program to our customers through our servicing distribution centers. This CDI program provides Just in Time (JIT) deliveries and very high fill rates. In addition, Veritiv can set up and schedule reoccurring delivery to the customer on high volume, regularly required product requirements. This eliminates waste in labor hours and drives other efficiencies to the customer.</p>



42	Describe any technological advances that your proposed Solutions offer.	<p>Technology and innovation are foundational to Veritiv’s distinctive services. Our innovative technology enables us to connect with customers and suppliers through e-commerce, testing, design, inventory management, ordering, and so much more. To this end, Veritiv works closely with customers and suppliers to support responsible, innovative and sustainable business practices and products throughout the value chain. Veritiv has continued to expand its innovative solutions, working to streamline processes and offer customers industry-best practices. Highlights include:</p> <ul style="list-style-type: none"> <li>•Veritiv spearheaded its digital transformation with the launch of a new veritiv.com website.</li> <li>•Our eCommerce capabilities integrate seamlessly with customers’ existing technology to simplify daily transactions, Intertwining with EDI, XML, CSV/Flat File and papiNet capabilities.</li> <li>•Veritiv Logistics Solutions (VLS) leverages the assets, resources and technology of Veritiv to offer third party warehousing, transportation, and managed freight services. Veritiv is an advanced user of the Omnitrac routing system. Our on-time delivery performance is ensured by the advanced routing technology and tracked via XRS on board computers.</li> <li>•Veritiv offers autonomous floor scrubbing equipment.</li> <li>•Veritiv’s ISTA-certified testing labs to help ensure the concept meets customers’ requirements before moving to production.</li> <li>•EcoScore™ is a sustainability tool that works with customers’ LEAN cleaning program and analyzes purchases and processes against LEED v4 O+M standards.</li> </ul>
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Veritiv is passionate about material innovation and sustainability. With materials experts around the globe, we’re able to source materials that support your brand image and commitment to sustainability. We offer molded fiber made from 100% recycled materials from trees, sugarcane waste, bamboo and other stalk; molded felt made with 100% recycled water bottles and 100% recyclable through PET recycle chain; and Ocean-Bound Plastics. Many of our products are environmentally friendly and made from recyclable or compostable materials many are manufactured with 100% recycled materials, agriculture waste or rapid renewable material.</p> <p>Veritiv represents and supports suppliers and manufacturer’s products that are 3rd party certified such as Green Seal, UL Ecologo, Design for the Environment, Carpet &amp; Rug Institute, Post Consumer Recycled Content, PFAS Free Chemicals, Compostable products.</p> <ul style="list-style-type: none"> <li>o Veritiv has joined the Sustainable Packaging Coalition (SPC). SPC has developed tools, applications, and services to help further meaningful action toward packaging sustainability. The SPC is a membership-based collaborative to make packaging more sustainable for people and the environment.</li> <li>o Veritiv is proud to be a member of NextWave Plastics, an industry-led, open-source collaboration to develop the first global network of ocean-bound plastics supply chains.</li> <li>o Veritiv recently was awarded a Bronze medal for our Corporate Social Responsibility (CSR) assessment through EcoVadis for identifying opportunities to improve environmental, social, and ethical performance.</li> </ul> <p>With warehouses being our second most significant source of greenhouse gas emissions, most of our property footprint is represented by 95 distribution centers totaling approximately 14.4 million square feet. Ten distribution centers, consisting of roughly 2.3 million square feet, have either LEED or Energy Star certifications.</p> <p>We also partner with ENGIE Impact to assess and optimize our energy usage in all North American facilities. In 2023, we:</p> <ul style="list-style-type: none"> <li>• Installed 17 high-volume low speed (HVLS) fans to reduce energy by circulating air to regulate warehouse temperatures.</li> <li>• Reduced energy consumption with LED lighting retrofitting our Rogers, MN, Memphis, TN, La Vergne, TN, and Denver, CO, facilities.</li> <li>• Reduced 215,000 square feet spanning four buildings across our U.S. and Mexico facilities.</li> <li>• Purchased renewable energy certificates (RECs) through an existing wind farm in Texas. The 2023 RECs are anticipated to retire in Veritiv’s name in June 2024. Veritiv’s commitment will fully offset the Scope 2 emissions from electricity used in our Houston and Dallas facilities for 36 months.</li> </ul> <p>Additionally, Veritiv supports and promotes responsible forest management and the environmental value of products that contain recovered and certified fiber. We are certified by the Forest Stewardship Council (FSC), the Programme for the Endorsement of Forest Certification (PEFC) and the Sustainable Forestry Initiative (SFI). These certifications strengthen supply chain assurance and the connections between sustainable forests, traceability, thriving communities, and responsible sourcing of wood-fiber products. Please see the attached document titled “Veritiv_csrr_2024” For more information about sustainability initiatives.</p>

<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors such as the use of recycled materials.</p>	<p>Please see the attached PDF file, titled "Veritiv_csrr_2024.pdf" for Veritiv's Corporate Social Responsibility Report, beginning on page 11.</p> <ul style="list-style-type: none"> <li>- Veritiv has joined the Sustainable Packaging Coalition (SPC). SPC has developed tools, applications, and services to help further meaningful action toward packaging sustainability. The SPC is a membership-based collaborative to make packaging more sustainable for people and the environment.</li> <li>- Veritiv is proud to be a member of NextWave Plastics, an industry-led, open-source collaboration to develop the first global network of ocean-bound plastics supply chains.</li> <li>- Veritiv recently was awarded a Bronze medal for our Corporate Social Responsibility (CSR) assessment through EcoVadis for identifying opportunities to improve environmental, social, and ethical performance.</li> <li>- Veritiv is certified by the Forest Stewardship Council (FSC), the Programme for the Endorsement of Forest Certification (PEFC) and the Sustainable Forestry Initiative (SFI). These certifications strengthen supply chain assurance and the connections between sustainable forests, traceability, thriving communities, and responsible sourcing of wood-fiber products.</li> <li>- Veritiv is a member of the U.S. Environmental Protection Agency's SmartWay® Transport Partnership, which helps businesses reduce transportation-related emissions through advanced fuel-efficient technologies and operational practices.</li> <li>- Veritiv's Life Cycle Analysis (LCA) is a data-driven, cradle-to-grave analysis that allows for greener packaging design by calculating environmental impacts in every stage of a package's lifecycle. From manufacturing and conversion to distribution and end-of-life, Veritiv evaluates exactly how sustainable our customers' package design is.</li> </ul>
<p>45</p>	<p>Describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>Please note, as a distributor selling finished goods, raw material supply and product quality are managed by our manufacturing partners. Through our Supplier Management Program, we designate roles and responsibilities in the process of onboarding new suppliers, monitoring and performance assessment processes and mechanisms of escalating changes and nonconformance. All stakeholders involved in the program are trained regarding their role and the importance of following the procedures set forth in the program. As part of our supplier setup and performance monitoring, suppliers are required to complete a self-assessment checklist that is then reviewed and scored by our Quality Management team. The evaluation was modeled using broadly accepted requirements for social and environmental responsibility. This process gives us insights into both new and existing suppliers. Any supplier with a score less than 75% is deemed High Risk and corrective actions are required. If those are not sufficient or acceptable, suppliers are then subject to removal and deactivated from our ordering system.</p> <p>Veritiv reserves the right to audit and investigate our suppliers' and their supply chains' compliance with our Supplier Code of Conduct and may void or terminate contractual obligations with a supplier for non-compliance. Veritiv expects suppliers to comply with the Veritiv Supplier Code of Conduct, as well as the Veritiv Code of Business Conduct and Ethics, and all applicable laws and regulations. Please find our Supplier Code of Conduct attached.</p> <p>QUALITY ASSURANCE / QUALITY MANAGEMENT...</p> <p>ISO 9001:2015 certification at select locations. In addition, a few locations have AS9120-B certification.</p> <p>CHAIN OF CUSTODY</p> <p>Forest Stewardship Council® (FSC®): SGSNA-CoC-003630          Sustainable Forestry Initiative® (SFI®): SGS-SFI-CoC-0037          Programme for the Endorsement of Forest Certification (PEFC): SGS-PEFC-CoC-0208</p>

<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Veritiv Logistics is a differentiator when it comes to our local, regional and national competitors.                  With optimize sustainable supply chain and delivery logistics to ensure our drivers take the most efficient routes. Veritiv maintains a fleet of ~500 trucks. Our average lead time is 24-48 hours. Veritiv maintains an industry leading on-time delivery performance of over 99.7%. For deliveries using Veritiv trucks, we can provide customers with detailed reporting that tracks the delivery performance of every order placed. Our routing and on-board systems allow us to maintain the same high level of on-time delivery with a delivery window of 4 hours or less. Veritiv is an advanced user of the Omnitracs routing system. Our on-time delivery performance is ensured by advanced routing technology and tracked via XRS on board computers.</p> <p>Veritiv Continuous Improvement                  Veritiv LEAN Advisor program encompasses all facility supplies representatives to be LEAN certified. This program provides site surveys/audits that focuses on driving out waste and becoming more efficient thru the 5S principles. Our LEAN principles and approach uncover waste areas and help customers prioritize projects in a continuous improvement process. Our experienced advisors work with Facility Solutions, Packaging, and Fulfillment Operations to cut costs and increase productivity.</p> <p>Veritiv Product Portfolio                  49% of Net Sales in 2023 were from products manufactured with natural fibers and plant-based materials.                  Veritiv understands many new state legislative laws are being adopted that focuses on sustainability and the environment. Many of our products that we are offer comply with such legislation such as PFAS free chemicals, compostable products and total recycled content.</p> <p>Veritiv is aligned with new technology as it relates to floor cleaning equipment. Representing multiple manufacturers of autonomous floor scrubbers, Veritiv sales will provide the right equipment to meet and exceed your standard operating requirements.</p> <p>Most of all, the Veritiv team is the key differentiator. Throughout all of our departments, our core values are what sets us apart.</p> <p>Veritiv Core Values                  C – Cultivate Innovation: through diverse people and ideas.                  O – Own it : Simplify the process. Accelerate the solution.                  D – Deliver and Delight: Every day. In every way.                  E – Embrace the Green: One team shaping success for ourselves, our customers and the planet.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
47	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>The answer to each Line Item 47-55 is "NO;" Veritiv is not a certified, minority owned business. However, Veritiv has developed several business relationships with certified MBE/WBE companies. We work with MBE/WBE organizations throughout the United States to support both Veritiv and Customer minority business objectives.</p> <p>Seeking diversity within our supply base adds value to our supply chain by proactively seeking out small businesses, small-disadvantaged businesses, women-owned small businesses, HUBZone small businesses, veteran-owned small businesses and service-disabled veteran-owned small businesses.</p>
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Veritiv's preferred payment terms are Net 30 Days. We accept p-cards, ACH/EFT and checks.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	Veritiv does offer leasing or financing options for purchases of floor cleaning equipment under this agreement. Specific lease options will be provided upon request	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Veritiv agrees to the Terms and Conditions as incorporated into this Sourcwell contract so we will not have any different terms as we transact with the participating entities. As stated, Veritiv accepts purchase orders via phone, email, EDI and e-commerce.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Veritiv does accept P-card payments. There is no additional cost to use this option.	*

60	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.	Veritiv is offering a Market Basket list of items as well as a Percentage Discount off List Pricing. Please see the attached Cost Submittal in Pricing.	*
61	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.	Veritiv is offering a percentage discount off list that ranges up to 60%. Specifics are provided on the attached Cost Submittal.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Veritiv will always consider voluntary price reductions based on large quantity purchases. Veritiv field sales representatives and sales managers will be aligned within their territories to the participating customers. The Veritiv sales representative and manager have the authority to offer additional discounts and/or price reductions for large orders. Veritiv understands the importance of driving cost savings to our customers. In addition, Veritiv will work with each customer to determine through quarterly business reviews if any additional discounts can be offered and incorporated into the remaining term of the contract.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Veritiv has a category management team that has specialists for the specific product category(s) that they manage for the organization. Working on a daily basis with our preferred manufacturers, these specialists will be able to source products that are not currently listed in the contract catalog or on-line ordering system. We take great pride in providing solutions to our customers.  In addition, we have a team of field sourcing specialists that for quick turnaround, has the ability to source products on behalf of our customers. Each specialist is responsible and has the expertise by product category. These resources are available to all of our customers.	*
64	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.	Veritiv does not have any specific additional charges outside of shipping charges that would be incurred by the customer. Veritiv is offering no cost on installation of products and equipment, training etc..	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All of the costs for supplies are included in our individual SKU sell prices. The only cost that may be additional is for large floor cleaning equipment such as scrubbers, extractors, vacuums etc... In these equipment instances, if any additional costs are associated with the sale, Veritiv sales representative will include in the quote to the customer.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Veritiv operates in both Alaska and Hawaii with our own distribution centers along with our own fleet and drivers. For common stocked products, we will make deliveries based on the customer requested delivery dates. For sourced products, the lead-time may be slightly longer. Any extended lead-times will be communicated with the customer before placing an order.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Veritiv will deliver standard, in-stock items for orders placed before 3PM local market time on the next business day or next scheduled delivery day. Veritiv operates our own fleet with our own drivers all across the United States. Our coverage allows for us to meet 95% of all our customers the next day. With our own drivers, we will have the ability to meet all the necessary requirements for security clearance, specifically to correctional facilities.  Veritiv is a SmartWay partner. All of our trucks are newer and are equipped with emissions controls regulated by the government.  Veritiv will on occasion have the need to ship via common carrier. We have multiple regional and national common carriers to deliver on our behalf when necessary.  Veritiv will allow customer personnel to make arrangements for Will Call at our distribution centers. Arrangements are made with Customer Service.	*

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All contract pricing is housed in our CMS(Contract Management System) and fed real time to eCommerce; we have all accounts 'chain coded' to the proper pricing contract.  Veritiv systems have internal security for national account customers to prevent pricing overrides. Program management updates nightly any items or pricing to our systems to ensure compliance. In the event of any pricing discrepancy, a credit and rebill would be issued by customer service to correct. Customer setups are centrally managed. Our UNIFY system links all account numbers to an account ID, i.e. Sourcewell.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Veritiv has software and reporting tools such as Power BI that will be a key source to determine the growth and success within this Sourcewell contract. <ul style="list-style-type: none"> <li>• Daily Sales Reporting</li> <li>• Monthly Sales Reporting</li> <li>• Review of internal Veritiv Sales Goals</li> </ul>	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Veritiv would suggest for consideration a Sourcewell administrative fee of 1% on all eligible sales by participating entities. This 1% administrative fee aligns with other national cooperatives and will enable Veritiv to proactively sell at competitive prices and thus be a valuable supplier to Sourcewell participating entities, providing cost savings and overall value.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Veritiv, as the largest North American distributor of facility solution supplies, represents the largest manufacturers and suppliers. The Facility Solutions segment sources and sells cleaning, breakroom and other supplies such as towels, tissues, wipers and dispensers, can liners, commercial cleaning chemicals, soaps and sanitizers, sanitary maintenance supplies and floor cleaning equipment, safety and personal protection equipment and hazard supplies, and shampoos and amenities primarily in the U.S and Mexico. We have tens of thousands of products available to distribute on behalf of our manufacturers and suppliers. We represent leading manufacturers such as but not limited to the following: Kimberly Clark, Georgia Pacific, SCA, Rubbermaid, Gojo, Diversey, Heritage, Berry Plastics, Tenant Nobles, Proteam, TTI Hoover, IPC Eagle, Clorox etc...</p> <p>Our main product categories include but not limited to the following: Can Liners, Cleaning Chemicals, Disposable Foodservice, Food Packaging, Janitorial Power Equipment, General Janitorial Supplies, Personal Hygiene, Personal Protection and Safety, Receptacles and Material Handling, Skincare, Towel &amp; Tissue, and Wipers. We support all these categories and all the sub-categories that fall within each of the above main categories.</p> <p>On behalf of our manufacturers, we have available and offer our customers thousands of green environmentally preferable products (EPP). These products are already set up with internal material numbers and are inventoried within our distribution centers. These eco-friendly products are displayed and available on our e-commerce system. Our customers can view product specifications, see any specific certification such as Green Seal, UL Ecologo, etc.. and place orders to meet their sustainability requirements.</p> <p>With our online solutions, customers get the benefit of Internet access with instant</p>

information when you need it. We offer:

- Online access to real-time inventory availability
- Online access to contract pricing
- Online catalogs with images and detailed product information
- Easy-to-use order placement and reorder templates
- Customized product and pricing
- Online review of order information and invoices
- Purchase history reports
- Workflow Management – Budgets and Order Approvals

Our goal is to support your business goals with seamless transaction integration. Our solutions are easy to use, secure and customized to meet your requirements. Veritiv has one of the largest business-to-business e-commerce portals on the Internet and the largest provider of paper, graphics, packaging and facility supplies with more than 100,000 SKUs available.

Veritiv has and will continue to always support Minority, Women and Service Disabled Veteran Owned Businesses. Veritiv understands that each customer may have their own small, disadvantaged program with different criteria. Veritiv has and will continue to find opportunities within the Sourcewell contract to support these companies. Today, we currently support women, minority and service-disabled veteran owned business in different capacities. We have every intent to partner and utilize companies with customers that elect to use our contract within their Small Disadvantaged Business program.

Working fairly and effectively to ensure success of our suppliers and contractors we:

1. Evaluate products and services on their merits, giving impartial consideration to all suppliers.
2. Award contracts based on highest quality, best delivery, and most competitive cost
3. Review the performance of our suppliers and contractors to enhance their ability to provide products and services that exceed industry standards
4. Assure inclusion of all small business categories as part of our procurement opportunities

We verify diverse status of our suppliers on a quarterly basis by utilizing data enrichment from reputable third-party companies that verify validity of certificates and expiration dates from more than 400 data sources.

In 2022, Veritiv sourced the following spend as part of its supplier diversity program:

DIVERSE ONLY -	116 Suppliers/\$94.4M	Spend/2.1%	Total Spend
DIVERSE & SMALL -	513 Suppliers/\$106M	Spend/2.4%	Total Spend
SMALL ONLY -	469 Suppliers/\$125.3M	Spend/2.8%	Total Spend

To accurately quantify and understand the impact our spend is making on diverse suppliers, we broke down the data above into three categories of diverse suppliers: Minority Owned, Women Owned, and Veteran Owned businesses.

In 2022, Veritiv sourced the following spend in each aforementioned category as part of its supplier diversity program:

MINORITY OWNED:	208 Suppliers/\$115.2M	Spend/35.4%	Total Diversity Spend
WOMEN OWNED:	260 Suppliers/\$61.9M	Spend/19%	Total Diversity Spend
VETERAN OWNED:	80 Suppliers/\$2.8M	Spend/ 0.8%	Total Diversity Spend

Our goal is to increase diverse spend by approximately 50% by the end of 2025 relative to our 2022 diverse spend amount. This represents an increase of about \$170M in three years.

73 Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

We support all the hundreds of sub-categories that fall under the below main product categories:  
 Can Liners, Cleaning Chemicals, Disposable Foodservice, Food Packaging, Janitorial Power Equipment, General Janitorial Supplies, Personal Hygiene, Personal Protection and Safety, Receptacles and Material Handling, Skincare, Towel & Tissue, and Wipers.

The product sub-categories that Veritiv has to offer that will meet and exceed the customer's overall facility requirements are as follows:

Product Category & Product Sub-Category

- Can Liners
  - Dispensers
    - High Density
    - Low Density
    - Low Density Repro
  - Paper
  - Specialty / Polypropylene
- Chemicals
  - Air Care / Odor Control (Deodorizers, Neutralizers)
  - Bleach / Ammonia
  - Cleaners

Dispensers  
 Drain Maintainers / Treatments  
 Hard Floor Care  
 Ice Treatments  
 Laundry Products  
 Lubricants  
 Pest Control  
 Polishes / Waxes  
 Soft Floor / Upholstery Care  
 Specialty  
 Vehicle Care  
 Warewashing / Dishwashing  
 Water Treatments  
 Food Service  
     Carts / Storage Bins  
     Cups / Lids  
     Dispensers  
     Food / Beverage  
     Food Prep Supplies  
  
     Food Service Containers / Lids  
     Food Service Trays / Tray Covers  
     Food Wraps / Prep Papers  
     Napkins  
     Plates / Platters / Bowls / Lids  
     Specialty  
     Stirrers / Straws  
     Table Covers / Skirting / Placemats  
     Table Top Supplies  
     Utensils  
 Food Packaging  
     Food Bags  
     Food Containers / Lids  
     Food Trays / Lids  
     Food Wrap Film / Foil / Paper  
     Protective Food Packaging  
 Janitorial Power Equipment  
     Air Purifiers / Ozone Generators  
     Faucets / Flush Systems  
     Hand Dryers  
     Hard Floor Machines  
     Parts  
     Pressure Washers  
     Soft Floor / Upholstery Machines  
     Specialty  
     Sprayers / Dispensing Pumps  
     Vacuums  
 Janitorial Supplies  
     Bottles / Accessories  
     Brooms / Brushes / Dust Pans  
     Cleaning Kits  
     Cleaning Pads / Sponges / Scrubbers  
     Floor Pads / Rotary Brushes  
     General Purpose Batteries  
     Hotel / Lodging Accessories  
     Laundry Accessories  
     Lighting / Electrical Supplies  
     Mats / Matting  
     Mop Buckets / Wringers  
     Mops / Squeegees  
     Paints / Supplies  
     Restroom Accessories  
     Sorbents  
     Tools / Hardware  
     Urinal Blocks / Screens  
 Personal Hygiene  
     Condoms  
     Diapers / Baby Changing Supplies  
     Dispensers  
     Feminine Hygiene Products  
     Incontinence Products  
     Personal Washcloths / Wipes / Cloth Towels  
     Sanitary Product Receptacles / Liners  
     Toilet Seat Covers  
     Toiletries / Sundries



		Personal Protection and Safety Body Protection / Apparel Breathing Protection Dispensers Ear Protection Eye Protection Footwear / Accessories Gloves Head Protection Medical / First Aid Supplies Safety / Security Receptacles and Material Handling Ash / Trash Containers / Lids Buckets / Caddies Carts / Cart Inserts / Cart Accessories Dollies / Hoppers / Trolleys / Trucks Utility Containers / Lids Skincare Barriers / Protectants / Moisturizers Dispensers Hair Care / Body Washes Sanitizers / Sanitizing Wipes Soaps / Hand Cleaners Towels, Tissues Dispensers Facial Tissue Toilet Tissue Towels Wipers Chemical Wipers Dispensers Fabric Paper / Nonwoven	
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**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
74	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
75	Janitorial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
76	Consumable items, disposable and hygiene supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
77	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
78	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
79	Facility safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
80	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose janitorial or custodial-related software, applications, or platforms as a complementary solution.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*
81	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose customer support, training, and assessment services as a complementary solution.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories/Sub-Categories listed on attachment in Pricing	*

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**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.”
  - [Pricing](#) - Veritiv Pricing.zip - Wednesday August 21, 2024 15:24:21
  - [Financial Strength and Stability](#) - Veritiv Financial Information.zip - Wednesday August 07, 2024 14:30:37
  - [Marketing Plan/Samples](#) - Veritiv Marketing Plan.zip - Wednesday August 21, 2024 14:25:24
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Veritiv Value Added Capabilities.zip - Wednesday August 21, 2024 14:25:44

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Mark Diani, Sr Director Business Development, Veritiv Operating Company

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_Janitorial_Supplies_RFP082724</b> Mon August 19 2024 02:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Janitorial_Supplies_RFP082724</b> Fri August 16 2024 01:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Janitorial_Supplies_RFP082724</b> Thu August 8 2024 02:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Janitorial_Supplies_RFP082724</b> Wed August 7 2024 02:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Janitorial_Supplies_RFP082724</b> Fri August 2 2024 08:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Janitorial_Supplies_RFP082724</b> Thu July 18 2024 09:46 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Janitorial_Supplies_RFP082724</b> Tue July 16 2024 04:13 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Janitorial_Supplies_RFP082724</b> Thu July 11 2024 03:44 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Janitorial_Supplies_RFP082724</b> Tue July 9 2024 12:58 PM	<input checked="" type="checkbox"/>	1