



MASTER AGREEMENT #082724
CATEGORY: Janitorial Supplies
SUPPLIER: Staples Contract & Commercial LLC

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 Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 (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 on February 3, 2025, or upon the date of the final signature below, whichever is later. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 2, 2029, 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. Unless otherwise agreed by Supplier and a Participating Entity, all orders shall be subject to a minimum order size of \$35.00 per order. Orders not meeting the foregoing minimum will be charged a \$7.99 fee.
- 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 and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Participating Entities (copies of such manufacturer warranties provided upon request). Supplier warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any. Supplier warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Supplier and Participating Entity. Additional warranties applicable to specific product categories, if any, are set forth in Supplier's Proposal. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

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.

Supplier may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this Agreement. Any sales by such affiliates pursuant to the Agreement would be reflected in a written agreement between such affiliate and the Participating Member with reference made to this Agreement. These affiliates include, but are not limited to, HiTouch Business Services LLC and Southwest School & Office Supply.

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

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell 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 Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell 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. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Supplier's corporate offices. If a third-party consultant or auditor is used, Supplier may require execution of a confidentiality agreement prior to receiving access to any records.
- 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.

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

- 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 either party 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; Liability.** 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.

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

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

- 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.

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

- 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.

RFP 082724 - Janitorial Supplies and Equipment with Related Services

Vendor Details

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

Submission Details

Created On: Monday July 15, 2024 10:43:22
Submitted On: Monday August 26, 2024 09:35:55
Submitted By: Sandy Long
Email: sandy.long@staples.com
Transaction #: 487a1dcc-e32d-4703-a694-8ffd0b62c81
Submitter's IP Address: 104.129.207.32

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.	Staples Contract & Commercial LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes.
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).	Staples’ affiliates may perform certain services in connection with this agreement including but not limited to HiTouch Business Services LLC and Southwest School and Office Supply. These affiliates along with Staples Contract & Commercial LLC are wholly owned subsidiaries of Staples, Inc. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract. For the avoidance of doubt, Staples may also utilize other third-party subcontractors or providers for its delivery and fulfillment obligations during the course of its performance, provided Staples will bind any such subcontractors or providers to written agreements with Staples which ensure their performance complies with the relevant terms of this agreement.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage: 07EH5 UEI: FGFCWE45JBW4
5	Provide your NAICS code applicable to Solutions proposed.	423850 – Janitorial Equipment and Supplies Merchant Wholesalers
6	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702
7	Proposer website address (or addresses):	www.StaplesAdvantage.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):	Jeff Hall, Chief Financial Officer 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-5000 Email: Jeff.Hall@Staples.com
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Sharon Burgess, Strategic Account Director – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (813) 469-7256 Email: Sharon.Burgess@Staples.com
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Bartee, Strategic Account Director Facility Solutions (Janitorial Supplies & Equipment) – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (615) 785-7268 Email: Brian.Bartee@Staples.com Jeremy Landis, Area Vice President – Public Sector 500 Staples Drive, Framingham, MA 01702 Phone: (571) 695-9856 Email: Jeremy.Landis@staples.com Michael Cusick, Vice President & General Manager – Facility Solutions 500 Staples Drive, Framingham, MA 01702 Phone: (508) 253-2531 Email: Michael.Cusick@Staples.com

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

Line Item	Question	Response *
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>Staples has been in the industry for 38 years, providing a range of products and services beyond the ink, paper and toner we're known for. Staples has carried janitorial and facility supplies since we began in 1986; however, we created the Facility Solutions offering and entered the facilities market as a national competitor in early 2003. Since entering the market, Staples has become one of the top janitorial supply distributors. Our industry longevity and experience have allowed us to develop industry-specific solutions and best practices for all our customer sectors, including financial services, consumer products, business services, manufacturing, government, healthcare, media, telecommunications and utilities.</p> <p>While there are many competitors in the industry, we have successfully differentiated ourselves through our sophisticated national distribution model and industry-leading e-commerce platform. We are the only supplier who can truly offer our customers an integrated solution through which they can purchase all their Jan/San supplies and services from one source, maximizing product, pricing and service consistency. Staples also has dedicated, experienced Facility Solutions experts to support our customers and help them with product knowledge, training, facility assessments and recommendations on new, innovative techniques and processes.</p> <p>Staples' History</p> <p>Staples was founded in 1986 and since then, Staples has grown significantly, both organically and through acquisitions. By 1989, there were 23 retail stores nationwide. In 1993, we launched Staples Contract & Commercial to focus on the needs of the business-to-business market. In 2008, we acquired Corporate Express, further expanding our capabilities in the business-to-business market. In 2017, we became a private company when we were acquired by Sycamore Partners.</p> <p>Our core values include embracing diversity, sustaining the environment, giving back to our communities, and practicing sound ethics. We believe that doing business right is the key to doing business well. Our business philosophy is to make our customers' jobs easier through our expertise in product selection, fulfillment, customer service and account management. We offer a wide selection of products and services specially curated for our customers' unique needs, and we provide easy online ordering and fast, reliable delivery.</p>
12	What are your company's expectations in the event of an award?	<p>Upon award, Staples would continue to build on our long-standing partnership with Sourcewell by continuing to provide member-specific solutions for value, efficiency and savings to new and existing Sourcewell participating entities. Our goal is to introduce many new Sourcewell participating entities to the benefits that our Sourcewell-awarded contract offers. We will continue to be a proven partner and resource for your participating entities by providing industry intelligence, advice and research collateral to further supplement the products and services we offer. With the implementation of our dedicated Public Sector sales teams, the expectation would be to increase value creation and contract utilization with Sourcewell participating entities. Leveraging our one-stop-shop janitorial product assortment and given our past 13 years of experience as a Sourcewell Janitorial Supplies contract awardee, our expectation is to continue seeing double digit sales growth year over year while meeting the needs of both current and new Sourcewell participating entities.</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>Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to fulfill its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 – Staples Financial Stability for Staples' 2023 financial information and current bank and trade references.</p> <p>Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Staples requests that Sourcewell notify Staples prior to any proposed or intended disclosure of this information.</p>
14	What is your US market share for the solutions that you are proposing?	<p>Staples entered the facilities market as a national competitor in early 2003. Since then, Staples has become one of the top janitorial supply distributors in the U.S. The industry remains highly fragmented with thousands of competitors — we estimate that our market share is less than 10% in the United States. Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier.</p> <p>Staples' response to question 12 should be considered as "Trade Secret", as defined by Minnesota Statutes 13.37, subd. 2, Minn. Statute 13.01 et seq. Exempt from public disclosure under applicable law.</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>As the industry leader, Staples Professional has significant share of the total market in Canada across many specific categories (office supplies, print and promo, technology, facility solutions, etc.), and leverages extensive buying power and scale to continually offer customers the lowest total delivered cost. Staples Professional has established a strong leadership position in this industry by delivering quality products, an exceptional customer service model, innovative procurement programs and a relentless drive to make more happen for customers.</p>

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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Staples Contract & Commercial LLC has never filed for a bankruptcy action.	*
17	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). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: Janitorial and breakroom products or systems may involve service, repair and installation functions that may be subcontracted to our installer network. Tier 1 and some Tier 2 Diversity Programs may be subcontracted to one of our diversity reseller partners. Our diversity resellers hold a combined 35+ certifications that vary depending on their business classification and location. Staples also uses third-party vendors to perform some services, such as using UPS or local couriers to make deliveries, but we do not consider these to be subcontractors. Staples reserves the right to utilize company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and the Sourcewell participating entity with reference made to the Staples/Sourcewell contract.	*
19	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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past seven years.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>Thanks to the collaborative effort of our leadership team and our associates, Staples continuously receives rewards and accolades for our service and corporate responsibility. Here is a sampling of the many awards we have received:</p> <p>Company Rankings</p> <ul style="list-style-type: none"> • #73 on Forbes America's Largest Private Companies list for 2023 • #68 on National Retail Federation Top 100 Retailers list for 2023 <p>Environmental Awards & Recognitions</p> <ul style="list-style-type: none"> • Staples scored a 50 rating overall in our most recent EcoVadis assessment, which earned us a bronze medal • Staples received a B rating for the Carbon Disclosure Project's (CDP) 2023 assessment <p>Diversity Awards & Recognitions</p> <ul style="list-style-type: none"> • Recipient of the prestigious WBENC America's Top Corporation for Women's Business Enterprise Award for 2024 • Score of 80 on the 2023 Corporate Equality Index (CEI) from the Human Rights Campaign, the national benchmarking tool measuring policies, practices and benefits pertinent to LGBTQ employees • Named one of the 2021 Best Places to Work for LGBTQ Equality by the Human Rights Campaign <p>Supplier Awards</p> <ul style="list-style-type: none"> • CoreTrust "Supplier Award – Most Collaborative Partner" (2024) • HealthTrust Supplier of the Year (2019) 	*
21	What percentage of your sales are to the governmental sector in the past three years?	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$28M in state and municipal government sector janitorial sales annually under our Sourcewell awarded contracts.	*
22	What percentage of your sales are to the education sector in the past three years?	Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$22M in education sector janitorial sales annually under our Sourcewell awarded contracts.	*
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?	<p>Staples holds the following national public sector cooperative contracts:</p> <ul style="list-style-type: none"> • Sourcewell • NASPO ValuePoint • NPP Gov • E&I • BuyBoard <p>Staples supports numerous states for their janitorial products purchasing throughout the U.S.</p> <p>Each of these contracts has been awarded to meet the unique requirements of the issuing agencies. Though specific sales volumes are confidential, each of the identified cooperative contracts above has annual sales that range between \$5 million to \$1 billion.</p>	*
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?	<p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> • 47QSEA19D008T – Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture • 47QSCC24D000G – GSA Commercial Platform contract (commercial online marketplace contract) <p>Staples considers specific sales volumes for these contracts confidential.</p>	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
University of Colorado	Hunter Mangrum	(303) 764-3451	*
City of Memphis	Melvin Jamerson	(901) 636-6156	*
State of South Dakota	Andy Mobley	(605) 773-4278	*

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

Describe your company's capability to meet the needs of Sourcewell 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>Staples has a national service footprint and provides sales coverage across the U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 1,800 sales associates dispersed in every major city and market so that we are close to your participating entities and can quickly meet their needs. Please see Attachment 2 for a list of our sales offices nationwide.</p> <p>Recently, we organized our Sales Teams into industry-aligned verticals: Commercial; Public Sector (Government, Education and Non-Profits); and Healthcare. This provides our customers with a partner with expertise in the products, trends, and specific contract needs of their industry. Additionally, we've invested in new digital touchpoints such as new chat features and Partner Portals, to provide our customers with access to modern and efficient ways to connect with the Sourcewell participating entity's Staples team.</p> <p>Staples understands the Public Sector has its own service needs, requirements and structure. Staples has a dedicated Public Sector organization with senior professionals in key leadership areas that will be assigned to Sourcewell and its participating entities. They include the following:</p> <p>STRATEGIC ACCOUNT DIRECTOR</p> <ul style="list-style-type: none"> • Manages and maintains relationships with senior executive team members within cooperative contracts • Develops strategy to inform and train sales teams that support the participating entities of Public Sector contracts • Subject matter expert to their designated vertical customer segment <p>AREA VICE PRESIDENT, FACILITY SOLUTIONS – PUBLIC SECTOR</p> <ul style="list-style-type: none"> • Oversees the ongoing management of all Public Sector cooperative contracts • Works with all levels of the sales organizations and customers • Shares best practices based on all related issues and resolutions <p>LARGE ACCOUNTS</p> <ul style="list-style-type: none"> • Business Development Director – Prospective customer's point of contact for contracting and implementation. They identify needs and develop a tailored program for Public Sector customers. Once implemented, they manage the transition to an Account Executive. • Facility Solutions Account Executive – The Facility Solutions Key Account Executive is the participating entity's one-stop resource for all their facility and janitorial needs. Their responsibilities include overseeing the successful implementation of each facility solutions program with Staples, analyzing janitorial and breakroom spend and making cost-saving recommendations. They may provide product training and facility assessments, and share recommendations on innovative techniques and processes in the janitorial industry. • Customer Success Consultant – Provides targeted support for procurement team and key buyers, ensuring fast resolution to escalated service needs. Serve as a backup when Account Executive is not available. <p>SMALL/MEDIUM ACCOUNTS</p> <ul style="list-style-type: none"> • Public Sector Business Development Managers – Tasked to bring on board new small-medium sized entities and increasing utilization of participating entities. • Sr. Inside Account Executive – Teams of inside sellers dedicated to education and public entities, trained on their respective vertical and associated cooperative contracts. Since verticalizing this team, small- to mid-sized entities have had double-digit growth. <p>ADDITIONAL RESOURCES</p> <ul style="list-style-type: none"> • Category Experts – Account support dedicated to janitorial and cleaning supplies, equipment, water and coffee programs, and breakroom • Account Specialists – Support to engage with entities that have not made recent purchases • Site Developers – Drive compliance and site penetration for large entities • Sales Engineers – Support to onboard new entities to ensure successful setup <p>In addition, we have a dedicated Public Sector customer marketing team focused on both facility solutions and the government, education and non-profit verticals. This team is focused on our customers by delivering the right message at the right time to acquire new prospects and grow sales with existing accounts. In addition, they help personalize tools and communications to support Sourcewell participating entities as detailed in this plan.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Staples is best described as a distributor/reseller. Staples is authorized to resell the products offered in this proposal. Staples has our own sales force and delivery fleet, but we augment our drivers with third-party delivery companies and couriers. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating entity with reference made to the Staples/Sourcewell contract.</p>

28	Service force.	<p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 4,800 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 500 customer service associates, including representatives who process orders, answer customer emails and provide agent support.</p> <p>Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcwell participating entities will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcwell participating entities accurately, on time, complete and undamaged. Please see Attachment 3 for a list and map of our fulfillment centers nationwide.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Staples operates as a distributor/reseller. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals:</p> <ul style="list-style-type: none"> • Online via our e-commerce ordering platforms • StaplesAdvantage.com Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) <p>Online ordering is simple with StaplesAdvantage.com:</p> <ul style="list-style-type: none"> • Step 1 – Using our robust Search and Filter features, users can easily find the products they are looking for. User then selects either Delivery or Buy Online Pick Up in Store for the item and adds to cart. • Step 2 – Once items are added to the cart, the user can either review and checkout or continue shopping. • Step 3 – On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order. • Step 4 – When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details. <p>Except for diverse resellers under the Tier One Diversity Program, Staples does not intend to use independent distributors/resellers for this contract. Staples may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Staples, we have people that Sourcewell participating entities can count on. Staples has highly trained Customer Service Representatives ready to serve your participating entities. To drive higher customer satisfaction, Staples provides:</p> <ul style="list-style-type: none"> • One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Sourcewell participating entities will always reach a Staples Customer Service Representative right away. Our goal is to respond quickly, answering calls within 70 seconds, replying to chats within 45 seconds and replying to emails within 24 hours, so their employees can get back to work. • Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive training program covering customer service skills, problem resolution and product information. • Proactive Alerts – We'll contact Sourcewell participating entities if there are any changes to their order. • Continuous Feedback Loop – We review all customer feedback and if the customer is not satisfied, we follow up to make things right. <p>Serving Sourcewell Participating Entity Needs Our Customer Service Representatives have access to all the details necessary to provide service specific to Sourcewell participating entities' account, and even their location. Our Customer Service team is the first line of contact for:</p> <ul style="list-style-type: none"> • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions <p>Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. ET by email, phone or live chat on StaplesAdvantage.com. Our Help Center is also always available on StaplesAdvantage.com.</p> <p>Customer Service Team Structure</p> <ul style="list-style-type: none"> • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with the Sourcewell participating entity and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, resulting in time and accuracy efficiencies. • Team Manager – Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced. • Customer Operations Team – Communicates with Sourcewell participating entities about next-business-day delivery exceptions and rare instances of product cancellations. • Quality Assurance Team – Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Our proposal includes service to Sourcewell participating entities in all geographic areas of the continental U.S., Hawaii and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating entities located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations and sales activities in other countries are transacted in the applicable national currency.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs that may apply for Hawaii and other U.S. territories. Our response to Question 35 below provides details for our shipping models to Alaska, Hawaii and U.S. territories. Please note that expanding the use of this contract into other countries such as Canada will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Staples will continue to service all Sourcewell participating entity sectors. Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note:</p> <ul style="list-style-type: none"> • Staples does not export any hazardous goods, batteries, white out liquid fluid,

cleaning solutions or aerosol cans.

- Staples does not export any food items (drink or food).
- Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates.

- Freight costs are billed back to the customer on a separate invoice.

- Any returns are the responsibility of the customer, including delivery, documentation and being named the importer of record into the U.S.

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

Delivery to Hawaii. Orders will normally be filled through our fulfillment center in Ontario, California. Shipments up to 159 pounds will ship UPS 2nd Day Air.

Shipments over 159 pounds or items that cannot be shipped via UPS are shipped ocean freight. Ocean freight shipments take an average of 14 days for delivery.

Expected delivery date will be provided during the ordering process. To offset the cost of freight, Staples reserves the right to apply a 25% surcharge and a minimum order of \$200. Hazardous material cannot be shipped to Hawaii. Customers are not set up to allow drop shipments to Hawaii. Instead, for special orders, we process the items as fulfillment center specials and then ship the items from our fulfillment center after it is received from the vendor.

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

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

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

Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S.

Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process.

Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Staples can allow Sourcewell-eligible non-profit entities to participate in the agreement.	*
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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>Staples' response to questions 37 through 39 of this section should be considered as "Trade Secret":</p> <p>Staples will promote the Sourcewell contract through an integrated sales and marketing plan consisting of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success: business development, new account management, existing account development and ongoing internal training and education.</p> <p>This plan is executed by our dedicated Public Sector sales team and Facilities and Public Sector Marketing teams. Each group brings a deep understanding of the needs of the target audience and will be focused on delivering the joint Sourcewell and Staples value proposition to prospective new customers and to existing accounts.</p> <p>Business Development</p> <ul style="list-style-type: none"> • We will build and execute a dedicated campaign targeted to facility decision makers at Sourcewell entities to gain program adoption, drive appointments, and to generate programmatic and transactional purchases within the category. • This campaign will be versioned to speak to the unique needs of each vertical (government, K-12, higher education) and buyer persona (facilities manager, procurement, etc.). • Campaign tactics include email, campaign landing pages, and partner portals and sales support materials. <p>New Account Management</p> <ul style="list-style-type: none"> • Implement and ramp new accounts with specificity, efficiency and speed • Comprehensive program training <p>Existing Account Management</p> <ul style="list-style-type: none"> • Continue to focus efforts on existing account communication and penetration • The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction <p>Ongoing Internal Training and Education</p> <ul style="list-style-type: none"> • Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce <p>We will leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating entities and the continued service and management of existing accounts.</p> <p>In Attachment 4, we have included representative samples of some of the targeted marketing campaigns and tactics your participating entities would receive. Actual examples can be provided upon request.</p> <p>The plan:</p> <ul style="list-style-type: none"> • Is a complete lifecycle of internal and external tools, and targeted campaigns, which ensures contract promotion through proven best practices and constant innovation • Relies on the committed resources of the entire Staples organization, supported by our senior management team • Utilizes a full range of tools and technology including, but not limited to: <ul style="list-style-type: none"> o Online and in-person training tools and techniques o Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization o Internal instructional website presence for sales education o Public-facing website presence for current and prospective Sourcewell participating entities o Data models to drive marketing campaigns and tactics

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Staples utilizes the latest in marketing technology to plan, execute and measure our marketing campaigns. This technology allows us to deliver relevant messages to defined target audiences at different points in their buying journey. Tools that are part of our marketing technology stack may include:</p> <ul style="list-style-type: none"> • Marketo: Marketing automation and lead generation • Adobe Analytics: Marketing and web analytics measurement • Demandbase: Account based marketing platform • ZoomInfo: Third-party data source used for contact enrichment and prospecting • MDR: Third-party data source used to identify decision makers in the education vertical • Salesforce.com: Customer relationship management software <p>To further enhance our targeting capabilities, Staples' internal data science team builds automated models based upon hundreds of inputs by each customer, enabling us to serve the most appropriate products and categories through our marketing campaigns. Through our agency relationships and direct partnerships, Staples deploys targeted campaigns utilizing first-party and third-party data on major social media platforms, publishers, search engines and demand-side platforms including Meta, LinkedIn, Google, the trade desk and retargeting based off website user behavior. Staples also has a public-facing partner portal that educates prospective and existing customers on the Sourcewell/Staples contracts:</p> <ul style="list-style-type: none"> • Overall program highlights • Contract highlights • Ordering overview • Product and service overview • Contact information • Messaging from Sourcewell • Visit Sourcewell Partner Portal (https://staples-p.allego.com/TrSKfMAexPTeaJT) for more information
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through:</p> <ul style="list-style-type: none"> • The ongoing collaboration between Sourcewell and Staples allows for the optimization of identifying, soliciting and acquiring participating entities and contract participants. • The regular communication of industry and public procurement conditions will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. • The identification and creation of opportunities that allow Staples to provide Sourcewell participating entities its entire scope of products and services. While providing an increasingly attractive value proposition for prospective entities and a compelling source of value for participating entities. • Assistance in identifying Sourcewell participating entities to provide account of their contract success, these successes would in turn be used to acquire new participating entities to the Sourcewell/Staples contract. • The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. • Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.
<p>40</p>	<p>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>	<p>Yes. StaplesAdvantage.com, our primary e-commerce ordering platform, is fully customizable to Sourcewell participating entities' unique needs. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with more than 150 third-party purchasing platforms.</p> <p>Easy Ordering Tools</p> <p>StaplesAdvantage.com provides features and functionalities to streamline your ordering process while minimizing time spent on purchasing the items your organization needs to succeed. Key features include:</p> <ul style="list-style-type: none"> • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your previously purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time. • Product Comparisons – Compare up to four products at a time to make an informed selection and read product reviews. • Shopping Lists – Create and save lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. Easily add new items to a shopping list by clicking on the Add to List icon on product tiles and pages. • Order Status & Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery. • Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page. • Frequently Purchased – View and reorder items ready for replenishment by clicking on

		<p>Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history.</p> <ul style="list-style-type: none"> • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a like item with a lower price is available. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip and more. <p>Online Procurement Controls</p> <p>Sourcewell participating entities can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with your existing e-procurement systems or on its own. We offer:</p> <ul style="list-style-type: none"> • User & Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations. • Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and PO/PO Releases. • Budget & Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. <p>Mobile Capabilities</p> <p>Sourcewell participating entities can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples Advantage mobile app include:</p> <ul style="list-style-type: none"> • Full account information, including recent orders, orders pending approval and custom deals • Scan-to-order functionality • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • Quick Order entry • Filterable search results • Order status and package tracking • Integration with StaplesAdvantage.com • Secure Remember Me feature for login convenience <p>Online Reporting</p> <p>Sourcewell participating entities can easily access on-demand reports on StaplesAdvantage.com:</p> <ul style="list-style-type: none"> • Customer Analytics Dashboard provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. • User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information. • Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size. • Budget reports allow you to monitor the variances between spend versus budget. • Auto Restock reports allow you to view subscription details by user and shipping location. • Customer Usage reports allow you to review product usage which can be run at master, bill-to or ship-to level for up to 24 months. • Order Detail reports allow you to review shipped order detail or backorder detail for up to 24 months, with additional data options available. <p>Scalability</p> <p>If a Sourcewell participating entity has a surge in new hires, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet changing organizational needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.</p>
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>To create a successful janitorial program for Sourcewell participating entities, Staples provides more than high quality products, we design customized training programs to demonstrate the best procedures for your participating entities to use those products. By employing the correct procedures and techniques, facilities staff will dramatically reduce their labor and product costs, increase productivity and improve sustainability programs.</p> <p>Training Programs At Staples, we have a dedicated Facilities Technical Training team for both customer and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards. We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include onsite and web-based programs, as well as in-person at our training facility in Aurora, Colorado. The courses we provide include:</p> <ul style="list-style-type: none"> • Introduction to Cleaning • General Safety • Hard Floor Care • Restroom Care • General Cleaning • Carpet Care • Hazard Communication • Healthy & Safe • Customer Service <p>Onsite Training One of our key differentiators is our commitment to providing participating entities with an unparalleled number of experts and resources to ensure technical, logistical, billing and local support requirements are covered. To that end, Staples may conduct a vendor kickoff show and training classes at participating entities' locations to educate users on the ease and functionality of our ordering site, StaplesAdvantage.com. This is beneficial to purchasers, providing an opportunity to learn the site's functions and enhancements so they have the easiest buying experience. Users also meet the Staples Account Management team and may receive product samples from our vendors. We announce these trainings via customizable emails weeks in advance. We may provide onsite training as needed for participating entities at no additional charge. We arrange training classes with the appropriate manager at their locations. Typically, training classes are held in conjunction with a manufacturer representative of the product being discussed. We can also provide these trainings in a virtual format, if preferred.</p> <p>Web-Based Training & Print Manuals Staples offers many web-based training programs and manuals, including:</p> <ul style="list-style-type: none"> • Online training programs from leading manufacturers • Training manuals with a step-by-step process for effective restroom, carpet and floor care • Safety Data Sheets for all chemicals and liquids in custodial program, available in print and online • Healthy & Safe Trainings • Customized and bi-lingual wall charts for the cleaning chemicals you use, as well as their specific applications and equipment needed for each product
<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following:</p> <p>World-Class Ordering Website With immediate access to products and robust order management features, our website provides easy online ordering, the ability to set spend limits and approval flows, line-item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay.</p> <p>Staples Mobile App No matter what the challenge, we help our customers get the advantage with the Staples Advantage dedicated mobile app, available for Android and Apple devices. Sourcewell participating entity employees can browse and order items, scan-to-order, track shipments and access their full account information, on the go.</p> <p>Customer Analytics Dashboard Available to administrators on StaplesAdvantage.com, this tool provides an interactive reporting dashboard with spend charts to analyze procurement activities and performance metrics. These dashboards can help administrators identify areas for growth as well as areas where compliance can be improved.</p> <p>Partner Portals In addition to the Sourcewell Partner Portal, Staples can develop additional portals that educate prospective and existing participating entities on their Staples contract details and more:</p> <ul style="list-style-type: none"> • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Customer

		<p>Staples Reorder App Over the past few years, we have identified the need to reduce friction in the reordering process, as many customers spend a significant amount of time checking stock levels to replenish products or hire a third party to conduct vendor-managed inventory, often at quite an expense and sometimes ordering products beyond the level of need. To solve this friction and save customers both time and money, we developed a proprietary mobile reorder application for iPads as well as Android and iOS smartphones that creates a fast, visual way to reorder as the associate is checking stock levels in breakrooms, janitorial closets, copy rooms, or other stockrooms. It eliminates writing down all the ordering needs on paper and then going back to one's desk to find the item online and place the order. Now, the order can be placed right in the breakroom or stockroom. We can customize the app for a participating entities' individual rooms and products. Their locations are listed in the menu. And the panels of products are organized by how you visually inspect them. Participating entities are able to either swipe the screen right or left for product groupings or select from the top right menu. Some customers group coffee items separately from cleaning items, for example. There is also an "everything else" panel which features other products in your order history that may be helpful for quick access or reference.</p> <ul style="list-style-type: none"> • If there is no WIFI or cell service in that location, which can be the case in supply closets, it is designed to continue to function and places the order once connection is restored. • The associate benefits from the ability to maintain multiple checkout carts for individual ship-to locations, so they can place the orders at the end of their rounds if they would like. • The carts in progress are viewable on StaplesAdvantage.com. • The products listed on buttons can be changed by the user in their StaplesAdvantage.com shopping list or with assistance from our internal teams. • Third-party punchout customers can use Staples Reorder with a separate bill-to setup. • We have recently added the ability to select a future delivery date. <p>SmartSize Packaging™ Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out award-winning SmartSize technology to most of our U.S. fulfillment centers that tailors box sizes to the exact size of the order. In addition to utilizing about 20% less corrugate, SmartSize lessens our use of air pillows by approximately 60%. In addition, it not only reduces packaging waste, but helps optimize the available space of our courier vehicles.</p> <p>Robotic Material Handling Solution Staples recently developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers. This solution is live in four of our fulfillment centers and is rolling out across our remaining fulfillment centers in the months to come. We are also exploring other potential applications for our groundbreaking technology outside of our fulfillment centers.</p> <p>Health and Safety Trainings To support our customers during the current health crisis, our experts developed a three-part Healthy and Safe training series on general cleaning and disinfecting. Our certified, Facility Solutions Senior Technical Trainer delivered this virtual course to hundreds of Office and Facilities Managers nationally, providing critical information on cleaning strategies, furniture configuration and new technology used to keep spaces clean and staff and visitors healthy. Objectives of the course:</p> <ul style="list-style-type: none"> • Help our customers create safer, healthier work environments • Establish more hygienic work practices • Provide ideas on how to communicate best practices and actions being taken for employees <p>Innovative Staples Brands With the introduction of our new innovative products, we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture.</p> <ul style="list-style-type: none"> • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Pick Me Up Provisions. An assortment of light, medium, and dark roast coffees in a variety of pack sizes to fit your organization's needs.
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>Staples offers a full array of sustainability solutions to help participating entities meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts can design a program tailored to each participating Entity's goals and our Field Marketing personnel will help promote it to their employees. Please see Attachment 5 for a detailed overview of green initiatives for customers as well as our internal sustainability efforts.</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>Environmental Certifications ENERGY STAR® Certification To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by 2020 and we exceeded that goal in 2018. Staples now has 801 U.S. facilities designated ENERGY STAR certified. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples received the EPA's ENERGY STAR Partner of the Year Award for 10 consecutive years up through 2019.</p> <p>Environmental Product Certifications Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. We apply environmental icons on our website based on the attributes the product contains. Products with stronger environmental attributes qualify for our Eco-ID icon. Staples has more than 10,000 products on our sites that meet the Eco-ID criteria. Features that qualify for Eco-ID include the following attributes:</p> <ul style="list-style-type: none"> • bluesign® • BPI compostable® • Cradle to Cradle™ (all tiers except basic) • Energy Star® • EPA Design for Environment for Pesticides • EPA Safer Choice • EPA Water Sense • EPEAT™ (all tiers) • EWG verified™ • Fair Trade™ • Food Alliance™ • Forest Stewardship Council® • Green Seal® • Indoor Advantage™ Gold • level® (all tiers) • Made Safe® • Organic • Rainforest Alliance™ • UL EcoLogo® • UL Greenguard® Gold • 20% to 30%+ post-consumer recycled content[^] • 30%+ agricultural residue, rapidly renewable, or bio-based content • Rechargeable batteries • Remanufactured electronics or furniture • High-yield ink and toner <p>[^] Note that post-consumer recycled content minimums vary depending on the product category and may require additional attributes. For example, pens must both be refillable and have minimum amounts of recycled content.</p> <p>Environmental Partnerships & Affiliations</p> <ul style="list-style-type: none"> • Sustainable Purchasing Leadership Council (SPLC) - This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.
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<p>45</p>	<p>Describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell participating entities at risk.</p> <p>Annual Vendor Reviews We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.03%, our low product-return rate is a testament to our relentless focus on quality.</p> <p>Paper & Wood-based Product Sourcing Policy We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia-Pacific, Kimberly-Clark, 3M, Esselte, Fellowes, Marcal and others.</p> <p>Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas:</p> <ul style="list-style-type: none"> • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers <p>Programs & Partnerships We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue.</p> <p>Product Brands Exclusive to Staples Quality Assurance Product brands exclusive to Staples are subject to a comprehensive quality assurance program that includes:</p> <ul style="list-style-type: none"> • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. <p>Monitoring Product Quality On the rare occasion that a product fails to meet an entity's satisfaction, we offer fast and easy resolution methods:</p> <ul style="list-style-type: none"> • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating entities. <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Staples Account Managers will share corrective actions and report on progress during regular business reviews.</p>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Staples knows results matter. We will work to provide Sourcewell participating entities with a clean, efficient and seamlessly stocked workspace. Staples offers janitorial supply programs specific to the needs of education and public sector customers, built on a foundation of consultative program management, one-source convenience and state-of-the-art e-commerce solutions.</p> <p>A True Consultative Approach Staples delivers real value to our customers through collaborative strategic consultation. With an average of 15 years' experience developing complex programs, our industry experts will work with Sourcewell participating entities to design, implement and manage a solution tailored to their needs. Working under the direction of their Facility Solutions Account Executive, their Staples team will provide:</p> <ul style="list-style-type: none"> • Comprehensive site surveys that reveal potential savings opportunities and safety or regulatory concerns, depending on the scope of their program. • Expert, ongoing training for their personnel on the latest innovations in the field. • A Customer Service team dedicated exclusively to our facility program customers. <p>Powerful Cost Control The assigned Facility Solutions Account Executive will collaborate with each Sourcewell participating entity to maximize efficiencies in their purchasing practices — providing</p>

		<p>objective program analysis along the way — so they can focus on more than procurement. Sourcewell participating entities will benefit from our consistent market analysis through expertise, insight and data to ensure our selection and pricing is current and competitive.</p> <ul style="list-style-type: none"> • Competitive pricing on the products you use most • Recommendations for savings initiatives such as product standardization, inventory reduction, minimum order sizes and labor savings opportunities • Regular business reviews, which identify tangible program savings and track our service and value against their program objectives • Comprehensive reporting to monitor budgets and maintain accountability • Fast, free delivery from our efficient, nationwide distribution network <p>One-Source Convenience Our sophisticated supply chain is designed to streamline the distribution process. We provide products from every major manufacturer nationally, with the personalized service to meet all participating entities' needs locally. With consistent selection across the country, Sourcewell participating entities can get the products they need, when and where they need them. Staples offers reliable next-business-day delivery from our own fleet and dedicated couriers on in-stock items to most locations from our strategically located, state-of-the-art fulfillment centers.</p> <p>The Right Solutions Staples offers a one source solution for a full range of facility needs, including cleaning supplies and chemicals, janitorial equipment, consumable items, disposable and hygiene supplies, facility and sanitary maintenance products, beverage and breakroom supplies and safety supplies</p> <p>We maintain deep relationships with the industry's leading brands, sourcing directly from manufacturers like Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid, Nobles and 3M; as well as environmental alternatives like our product brands exclusive to Staples. Sourcewell participating entities can also maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture, mailroom and shipping supplies, technology products and services, promotional products and print and marketing services. We provide workspace solutions for the Government & Education verticals that include offices, common areas, breakrooms and teacher lounges, classrooms, custodial, building and grounds, libraries, first responder stations, corrections facilities, labs, playgrounds, gyms and more.</p> <p>Corporate Responsibility Being a great company is more than just sales and profit margins. At Staples, we take pride in making a positive impact on society, our associates and the planet. We're dedicated to bringing awareness to and effecting meaningful change in the areas of Community, Sustainability, Inclusion & Diversity and Supplier Diversity. These efforts make us an employer and neighbor of choice, differentiate our brand and support profitable and responsible growth. We publicly report our corporate responsibility progress on Staples.com.</p> <ul style="list-style-type: none"> • Inclusion & Diversity: Inclusion & Diversity (I&D) is central to who we are. Whether you join our team or buy our products, I&D is integrated into everything we do—from finding and attracting top talent to boosting morale and enhancing customer & supplier relationships. We also offer 10 Business Resource Groups to ensure our employees have safe and brave spaces for shared learnings and deeper connections. • Community: We believe that our success depends on the success of the communities we serve. At Staples, we are committed to engaging with communities to partner and drive meaningful impact. • Sustainability: Staples is focused on delivering sustainable products and solutions for our customers and operating our business in a responsible way. Whether you've just founded a start-up, are leading procurement for a university, or managing dozens of facilities for a billion-dollar brand, our goal is to enable you to grow and succeed, sustainably. We have an ambitious 5-year plan to improve our sustainability by reducing carbon emissions and waste. • Supplier Diversity: Staples is committed to supporting small business growth and development whenever possible. Staples' Diversity Reseller program offers a "One to Many" solution, fulfilling many state and local requirements. Through our Supplier Diversity Program, we actively seek to provide diverse businesses with an opportunity for ongoing growth, development, and mentorship. We are committed to offering high-quality, innovative, and cost-effective diverse solutions to help our customers meet their diversity spend goals and support their local communities.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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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 checked="" type="radio"/> Yes <input type="radio"/> No	<p>Staples is a large business enterprise. However, Staples understands the challenges that small businesses face, as well as the important contributions they make to the economic health of their communities. As an organization, Staples is committed to supporting small business growth and development whenever possible. Through our Supplier Diversity program, Sourcewell participating entities are able to directly support the growth of minority, woman (MWBE) and veteran-owned small businesses by purchasing products and services from them. Please see attachment - Staples' Supplier Diversity Programs - in the documents section of the Sourcewell portal for more information.</p>
48		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.</p>
49		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.</p>
50		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.</p>
51		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.</p>

52		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
53		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
54		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.
55		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples is a large business enterprise, however, our Diversity One Reseller Program allows Sourcewell participating entities the option, where applicable, to buy directly from Diverse Resellers to achieve their diversity spend goals. The Reseller program connects a Sourcewell participating entity with a certified diverse company who collaborates with Staples to provide a fully managed program. Staples' Diversity One program is "One to Many" with 14 companies and 35+ certifications, fulfilling many state and local requirements. We've formed strategic alliances with independently owned and operated Diverse Resellers to help make these businesses more accessible.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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56	Describe your payment terms and accepted payment methods.	<p>Staples' standard payment terms are Net 30 days. Each participating entity will remit all invoice payments, including all taxes on its product purchases, to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and entity. In the event a participating entity fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such entity's location(s) by written notice to such participating entity and to Sourcewell.</p> <p>Staples welcomes a wide range of payment types to meet the needs of Sourcewell participating entities. Their Staples invoices can be paid via:</p> <ul style="list-style-type: none"> • Company check • Automated Clearing House (ACH) with notifications via email or EDI • Electronic Funds Transfer (EFT) <p>Additionally, credit cards or corporate procurement cards may be used at the time of purchase (Discover, American Express, MasterCard or Visa). Credit cards may not be used to pay an invoice.</p>	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	<p>When applicable, Staples has leasing and financing options available to Sourcewell participating entities. Staples utilizes multiple third-party leasing sources for eligible Staples customers. Participating entities may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that Sourcewell participating entities can tailor the length, acquisition type and amount of their payments to meet their business' needs. Lease options include capital or operating lease options, giving them end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be include in the monthly payments for an asset acquired under lease. Staples can work with their organizations to help finalize the option that best suits their needs.</p>	*
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.	<p>When applicable, Staples uses a Sourcewell Participation Agreement for participating entities to include their own terms or to outline any custom terms that may apply to their program. Please see the sample provided in the Attachments section of the Sourcewell portal. In addition, supplemental agreements may be required in areas that include but are not limited to tissue and towel dispensers, coffee brewer and water programs.</p>	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices. There is no additional cost to Sourcewell participating entities for using P-cards.</p>	*
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.	<p>Staples' proposed pricing model is designed to take advantage of our industry leading assortment of workplace products, equipment and services. The offering includes a large number of net-priced items on the Core List that facilitates price stability on facility and janitorial solutions, breakroom products and other workplace essential supplies. Additionally, our non-core pricing will take advantage of leveraging Staples' strength as one of the largest sellers of workplace solutions on the Internet. The balance of our assortment will be market-based pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure. Market-based pricing provides full visibility and disclosure of pricing.</p>	*

<p>61</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Staples proposes the following pricing structure:</p> <p>Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its Participating Entities. Prices for Core List items provided under this Agreement are set forth in Exhibit 1. The prices for Core List Items, excluding Premium Products, may be updated twice annually on August 1st and February 1st of each year during the term that this Agreement is in effect. Staples may issue a price change adjustment for Core List items by submitting a price change request to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.</p> <p>The prices for Premium Products may be updated quarterly each year during the term that this Agreement is in effect. Premium Products are defined as janitorial paper, can liners/trash bags, and Deviated Items that Participating Entities purchase from Staples. “Deviated Items” means products for which Staples receives special pricing from the manufacturer specifically for Sourcewell.</p> <p>Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected Participating Entities to identify alternative products to mitigate the impact of the foregoing where possible. Staples also reserves the right to impose order quantity limits on any products in the event supply is limited due to shortages or supply constraints caused by extraordinary market events.</p> <p>Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. From time to time, Staples may propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.</p> <p>Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates, and/or incentives to an individual Participating Entity based upon commitments and variables that may include, but not limited to, participating entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage, and other contractual terms/requirements. Participating Entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p> <p>Non-Core Items. The prices for Non-Core Items shall be quoted at the time of purchase or shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the change request process set forth in the Agreement.</p> <p>Sourced Products. Participating Entities may request certain goods that are non-stock or custom in nature (“Sourced Goods”). The prices for Sourced Goods shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable Participating Entity at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Participating Entity.</p> <p>Pricing Exhibits. Please see Exhibit 1 – Janitorial Core List Pricing.</p> <p>Tier One Diversity Program. Staples’ Tier One Diversity Reseller Program is available to Sourcewell Participating Entities. Under the Tier One Diversity Reseller Program, Participating Entities may purchase products hereunder from a Diverse Reseller participating in the program. Sourcewell acknowledges that the Diverse Reseller’s pricing to Participating Entities may be higher to reflect the services provided by the Diverse Reseller.</p>
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62	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our proposal reflects updated attributes related to pricing, assortment and admin fees based on our experience in the Public Sector and with Sourcwell participating entities' behaviors and desires, as well as market conditions.</p> <p>Staples may offer additional pricing discounts and/or incentives to an individual participating entity based upon commitments and variables that may include, but not limited to, entity size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating entities receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p>	*
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.	<p>Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Products" and services to Sourcwell and its participating entities.</p> <p>Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from lollipops to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through their Staples Account Manager. The non-stock procurement team works diligently to fulfill Sourcwell participating entities product needs quickly and at the lowest possible cost. The prices for Sourced Products shall be those prices that appear on the ordering platform at the time of order, or as otherwise established between Staples and the applicable participating entity at the time the order is placed. Sourced products may include additional delivery or handling charges that would be the responsibility of the ordering entity.</p>	*
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.	<p>There may be additional services available which are associated with certain products, including, but not limited to: facility solutions, water/coffee dispensers or programs and furniture which at the option of the entity may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcwell participating entity. Additionally, there may be some items where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating entity.</p>	*
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Staples does not apply additional charges or fees for standard delivery of stocked orders. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in the shopping cart on StaplesAdvantage.com upon ordering.</p> <p>Common delivery exceptions that require a surcharge include:</p> <ul style="list-style-type: none"> • Orders not meeting the minimum order requirements • Stair-carry for upper floor inside deliveries (lack of freight elevator or access to same) • Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Manufacturer fees • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile or heavy items such as cases of water, soda, ice melt and chemicals • Furniture unpacking or assembly • Or as otherwise agreed to with participating entity or indicated on our website at the time of purchase <p>Surcharges are calculated on a per-order basis.</p>	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>In addition to any other agreed upon charges, Staples reserves the right to charge fees to the locations set forth below unless otherwise mutually agreed between Staples and the participating entity in writing. Please note:</p> <ul style="list-style-type: none"> • Staples does not export any hazardous goods, batteries, white out liquid fluid, cleaning solutions or aerosol cans. • Staples does not export any food items (drink or food). • Staples does not provide any Certificates of Origin (C/O) or Free Trade Certificates. • Freight costs are billed back to the customer on a separate invoice. • Any returns are the responsibility of the customer, including 	*

delivery, documentation and being named the importer of record into the U.S.

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

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

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

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

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

Import/Export. If Staples agrees to export products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import

		<p>customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or products prohibited from export by Staples' vendors; (e) Staples will not export products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.</p>
67	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Staples delivers an average of 550,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 22 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process, and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service.</p> <p>Desktop & Premium Delivery Options</p> <p>As part of each participating entity's account setup, we discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of premium delivery service include:</p> <ul style="list-style-type: none"> • Desktop delivery (desk to desk) • Specific delivery windows (before noon, after 10:00 a.m., etc.) • Inside delivery (specific floor) • Mailroom delivery (by floor) • Loading boxes through an X-ray machine prior to making delivery <p>Additional costs may apply for premium services and is customized based on each participating entity's specific requirements. Some premium services may not be available in all locations.</p> <p>Same-Day Deliveries</p> <p>Same-business-day delivery can be reviewed as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests.</p> <p>There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day:</p> <ul style="list-style-type: none"> • HAZMAT items (this includes items that contain Lithium batteries) • Liquid • Food and beverage items • Custom items • Drop ship or special-order items • Orders containing more than six SKUs • Furniture <p>Buy Online, Pick up in Store</p> <p>Our industry-leading network of U.S. stores gives participating entities easy same-day purchasing solutions. Participating entities can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows Sourcewell participating entities to buy within their established purchasing program, with their contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.</p>

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.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating entities. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating entities receive pricing that is consistent. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.	*
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.	Some internal metrics used to measure success with the contract include number of participating entities under the contract, geographic distribution of participating entities, sales and number of orders by participating entity, remaining potential, and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having been a Sourcewell Janitorial Products contract awardee for the past 13 years, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell-awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating entities.	*
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.	The Administrative Fee shall be calculated as a percentage of Net Sales (defined below) as follows: Unless otherwise mutually agreed to in writing by Sourcewell and Staples, Staples will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Participating Entities' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty-five (45) days after the end of each calendar quarter. Net Sales is defined as the gross sales price of Products purchased pursuant to the Agreement, less shipping costs (including freight charges and insurance), taxes, duties, any rebates or fees actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases of Market Priced Items (defined below) and purchases made via (i) Staples.com, or (ii) any Staples retail channel. Market Priced Items are defined as cash equivalents (e.g., gift cards, postage, etc.), certain custom and special order, and/or certain net priced items or items subject to a manufacturer's MAP policy.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 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>Staples Business Advantage stocks over 5,000 professional cleaning products and offers next day delivery to 98% of the US. Stocked items include janitorial, cleaning, restroom and facilities products including janitorial paper, restroom soap dispensers, automatic paper towel dispensers, janitor carts, professional cleaning chemicals, floor cleaning equipment, floor cleaners, floor stripping chemicals, disinfectants, safety supplies and much more.</p> <p>As one of the largest providers of cleaning and janitorial supplies in the country, we carry all the top brands including Coastwide Professional, Georgia-Pacific, Kimberly-Clark, Diversey, GOJO, Rubbermaid, Betco, Reckitt, Kimberly-Clark, Clorox, Heritage and much more.</p> <p>We also offer an array of environmentally preferable alternatives that were designed specifically for their minimal impact on the environment, including a new innovative product brand exclusive to Staples under the Coastwide brand that carries the Eco-ID™ mark.</p> <p>Please see Attachment 6 - Product & Service Offering for more details on the scope of products and services that we provide.</p>

73	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>With Staples, participating entities can rely on one source for a full range of janitorial supplies and facility needs:</p> <p>Janitorial & Cleaning</p> <ul style="list-style-type: none"> • Tissues, towels and dispensers • Can Liners and Waste Receptacles • Dilution Control Chemicals • Chemical dispensing systems • Air Fresheners & Deodorizers • Floor Care: mops, brooms and brushes • Cleaning Chemicals & Wipes • Hand Soaps & Sanitizers • Cleaning tools and supplies • Floor and entryway matting • Floor maintenance pads, sponges and abrasives • Hard floor and carpet care maintenance equipment <p>Air Filtration</p> <ul style="list-style-type: none"> • HVAC Air Filters • Air Purifiers – Commercial Wall-Mounted • Air Purifiers – Commercial Portable <p>Breakroom</p> <ul style="list-style-type: none"> • Coffee: K-Cups, Filters, Sweeteners, Creamers, Stirrers & Straws, Coffee Filters • Plates, Cups, Hot cups, Sleeves, Napkins & Cutlery • Breakroom Appliances: Napkin Dispensers, Microwaves, Water Filters & Dispensers • Breakroom Furniture: Table & Chair Sets, Coffee Cart, Boards & Easels, Stacking & Folding Chairs, Cafeteria Tables • Snacks with healthy options • Single cup, pour-over and direct waterline coffee brewer options • Large assortment of coffees, hot cocoa and teas • Water filtration systems and bottled water delivery programs • Eco-conscious paper goods <p>Pack & Ship</p> <ul style="list-style-type: none"> • Corrugated boxes • Poly, flat and re-closable bags • Shrink bags, film and tubing • Pallet sheets, furniture covers • Bubble and crushproof mailers • Stretch wrap and dispensers • Custom and preprinted labels • Package cushioning and void fill • Stock and pre-printed tape • Industrial labelers • Digital mailing scales • Carts, dollies and pallet trucks <p>Safety</p> <ul style="list-style-type: none"> • Anti-bacterial soaps • Sanitizers and tissues • Touch-free dispensers • Disinfectant cleaners • Gloves, coveralls and rainwear • Hearing protection • Fire protection • Respirators • First aid kits and refills • Eye wash stations and spill kits • Safety signage • Personal protective equipment • Hard hats, vests, masks, safety glasses <p>First Aid</p> <ul style="list-style-type: none"> • Emergency preparedness • Medical and healthcare supplies • Sanitizing wipes, sprays and industrial cleaners • Anti-microbial keyboards, wrist rests, mice, pens • Fire alarms, extinguishers and oily wastes cans • Safety tape, signage and crowd-control products
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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
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74	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our cleaning supplies and chemicals include cleaners, cleaning tools and supplies, tissues, towels, can liners and wastebaskets, mops, brooms and brushes, floor and entryway matting, floor maintenance pads, sponges and abrasives. Please see Attachment 6 and Questions 72-73 above for more details.	*
75	Janitorial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our janitorial equipment includes tissue and towel dispensers, chemical dispensing systems and dilution control, hard floor, carpet care maintenance equipment and more. Please see Attachment 6 and Questions 72-73 above for more details.	*
76	Consumable items, disposable and hygiene supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 and Questions 72-73 above for more details.	*
77	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 6 and Questions 72-73 above for more details.	*
78	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>From coffee and coffee brewers to water coolers, cutlery and snacks, the wide variety of breakroom products we offer continues to match the needs of every generation in the workforce:</p> <ul style="list-style-type: none"> • Single serve and traditional coffee brewers • Wide assortment of coffees, teas, hot cocoa and condiments • Cups, sleeves, stirrers and straws • Paper products, plates and cutlery • Soda, energy drinks, snacks and candy, with a wide variety of healthier options • Water systems, both plumbed and bottled • Cleaning products • Appliances and breakroom furniture <p>Please see Attachment 6 and Questions 72-73 above for more details.</p>	*
79	Facility safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our facility safety supplies include anti-bacterial soaps, sanitizers and tissues; touch-free dispensers; disinfectant cleaners; gloves, coveralls and rainwear; hearing protection; fire protection; respirators; first aid kits and refills, eye wash stations and spill kits; safety signage; personal protective equipment: hard hats, vests, masks and safety glasses. Please see Attachment 6 and Questions 72-73 above for more details.	*
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	Yes, in addition to Sections 8a. and 8b. above and Attachment 6, as well as our non-core and sourced goods product offering.	*
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	Yes, in addition to Sections 8a. and 8b. above and Attachment 6, as well as our non-core and sourced goods product offering.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Exhibit 1 - Janitorial Core List Pricing.xlsx - Friday August 23, 2024 09:55:39
 - [Financial Strength and Stability](#) - Attachment 1 - Staples Financial Stability vF.pdf - Friday August 23, 2024 09:48:54
 - [Marketing Plan/Samples](#) -Attachment 4 - Sourcewell FS RFP Marketing Plan_vF.pdf- Friday August 23, 2024 09:54:37
 - [WMBE/MBE/SBE or Related Certificates](#) - Staples' Supplier Diversity Programs (q.47-55).pdf - Friday August 23, 2024 09:53:56
 - [Standard Transaction Document Samples](#) - Sourcewell Participating Agreement.pdf- Friday August 23, 2024 09:54:03
 - [Requested Exceptions](#) - Sourcewell Contract Template RFP 082724 - Janitorial Supplies - Staples Redline.docx - Friday August 23, 2024 09:54:11
 - [Upload Additional Document](#) - Staples Additional Attachments.zip - Monday August 26, 2024 07:47:45

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. - Jeff Hall, Chief Financial Officer, Staples Contract & Commercial LLC

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

Yes No

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

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

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