



## **Solicitation Number: RFP #091423**

### **CONTRACT**

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

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

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

#### **1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective on February 19, 2024, or upon the date of the final signature below, whichever is later.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Supplier will pass through all manufacturers' warranties to Member (copies of such manufacturer warranties provided upon request). All Products and Services offered for sale are subject to the terms and conditions included in manufacturer documentation. Warranties are subject to change or replacement by the manufacturer or distributor in accordance with their regular business processes. Supplier will reasonably assist in coordinating repair or replacement of Product by the manufacturer. Warranties apply only if Products are used in the intended manner and within manufacture specifications. 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 Member. Notwithstanding anything to the contrary, Supplier will have no liability for any damage, defect, or loss due to Member's movement or alteration of Products after installation. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

### 3. PRICING

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplier agrees to maintain the proposed discount from manufacturer list price throughout the term of the Contract. Notwithstanding the foregoing the parties acknowledge that while the discount percentage will remain the same (except as otherwise agreed pursuant to a Change Request Form) pricing quoted to Participating Entities at time of purchase may increase or decrease as manufacturer list price changes.

For the net priced Core Items described in the Proposal, Supplier may adjust prices semi-annually, on February 1st and August 1st of each year, to reflect changes in market conditions, availability, buying expense and other factors that affect the price of Core Items.

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

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

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

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

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

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

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

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

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as

applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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



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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Vendor's corporate offices. If a third-party consultant or auditor is used, Vendor may require the execution of a confidentiality agreement prior to receiving access to any records.

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

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

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

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used



to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with



the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Staples Contract & Commercial

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/5/2023 | 7:01 AM CST

DocuSigned by:  
*Michele Parzianello*  
By: 75B171C7A79249D...  
Michele Parzinello  
Title: Chief Sales Officer Staples  
Date: 12/5/2023 | 5:45 AM CST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/5/2023 | 7:02 AM CST

# RFP 091423 - Furniture Solutions with Related Accessories and Services

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## 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: Friday July 28, 2023 15:42:32  
Submitted On: Thursday September 14, 2023 13:38:48  
Submitted By: Sandy Long  
Email: sandy.long@staples.com  
Transaction #: b65cf9a4-ec1c-4556-81f9-54396c62f653  
Submitter's IP Address: 104.129.207.36

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Staples Contract & Commercial LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	HiTouch Business Services LLC and Southwest School and Office Supply are affiliates of Staples Contract & Commercial LLC, and wholly owned subsidiaries of Staples, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Staples, HiTouch Business Services, Southwest School and Office Supply
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: FGFCWE45JBW4
5	Proposer Physical Address:	500 Staples Drive, Framingham, MA 01702
6	Proposer website address (or addresses):	www.StaplesAdvantage.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michele Parzinello Chief Sales Officer, Staples 500 Staples Drive, Framingham, MA 01702 Email: Michele.Parzinello@Staples.com Phone: (508) 253-5000
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Hasch National Senior Manager – SLED Team (State, Local, and Education) 16501 Trojan Way, La Mirada, CA 90638 Email: Don.Hasch@Staples.com Phone: (714) 868-4274
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie Restivo Senior Manager – Vertical Markets, Furniture 500 Staples Drive, Framingham, MA 01702 Email: Stephanie.Restivo@Staples.com Phone: (720) 412-7456  Abby Leopold Area Vice President – Furniture 500 Staples Drive, Framingham, MA 01702 Email: Abby.Leopold@Staples.com Phone: (303) 335-6023

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	At Staples, Business is Human, which means our people "think beyond the algorithm" to deliver for customers. A leader in workspace products and solutions since 1986, Staples has thousands of experts dedicated to applying their intuition, expertise and experience to bring out the best that technology has to offer. These experts make work easier, smarter and more efficient for businesses of all sizes. Staples, Inc. was born out of a real human need. Our founder Tom Stemberg was working on a business proposal and needed a ribbon for his printer but couldn't find one because his local dealer was closed for the 4th of July. Out of frustration and the need of many small businesses for critical supplies, an idea for an office supply superstore was born. The first store was opened in the Brighton neighborhood of Boston in 1986. The rest is history. Today we are a company of thousands of smart, insightful experts. We offer all the

supplies a business needs to operate, far beyond the paper, ink and toner we're known for. We are experts in technology and conferencing equipment, cleaning products, furniture and breakroom items like snacks and coffee.

#### How We Serve Our Many Customers

Staples Contract & Commercial LLC is wholly owned by Staples, Inc. and operates in North America through e-commerce and direct sales. Headquartered near Boston, Massachusetts, our organizational structure is aligned to meet the unique needs of our customers.

Staples Business Advantage specializes in serving the needs of the mid-market to enterprise customers via a private website and dedicated account experts.

Staples.com offers the public an easy-to-use website providing a wide selection of leading brands and delivers next day to businesses and homes.

#### Staples Business Advantage Expertise

Staples Business Advantage is designed for organizations, from small businesses to large corporations. It offers a private website, procurement tools and analytics, unlimited employee access and dedicated account experts. Our nationwide distribution network reduces the amount of time and money our customers spend on managing suppliers, placing orders and processing invoices.

Here are just a few of the benefits of being a Staples Business Advantage customer:

- Easy online ordering at StaplesAdvantage.com and seamless integration with 150+ e-procurement systems.

- Access to a preferred selection of office essentials, breakroom items, furniture, janitorial and cleaning products, everyday technology items, mailing supplies, print and marketing services and more.

- Exclusive pricing so you can shop with confidence from a trusted source.

- Next-day delivery to over 98% of the U.S.

- Customer service from real people ready to support you.

#### Furniture Offering

Whether an agency is furnishing a new space or remodeling an existing one, we can help them select the right furniture to meet their needs. Our furniture offering includes access to more products than any other contract furniture dealership in the U.S. With our size and scope, we have the resources to provide prompt local service and support for our customers and the financial stability to be a long-term partner.

- 125,000+ customers ranging from public sector organizations to large national businesses

- Nationwide locations including working showrooms, sales offices and distribution facilities

- 100+ manufacturers Staples is authorized to distribute

#### Program Benefits & Resources

Staples is committed to providing the highest levels of service while creating inviting spaces for our customers. Our furniture offering provides:

- Broad furniture selection available for easy online ordering at StaplesAdvantage.com or through a dedicated furniture specialist

- Over 735,000 furniture items stocked and ready to quickly ship next day

- Access to hundreds of manufacturers, providing product solutions to meet any need and budget

- Dedicated furniture experts who provide consultation and leverage various product lines to curate the right solution.

- Reliable nationwide delivery, assembly and installation services

- Furniture standards programs to maintain consistency within your organization, providing price savings and compliance across your locations

- High-value quality, savings and warranty options with Staples' brand Union & Scale

#### How We Differentiate Ourselves

Staples has 37 years of expertise helping organizations of all sizes get more done every day. Staples provides our customers with the consistency and confidence of working with a stable supplier. Our national presence and product selection ensure you have the products you need where you need them.

You can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, workplace furniture, shipping and packing supplies, technology products and services, promotional products and print services.

- Customer Satisfaction: Exceeding expectations is our highest priority. Our Customer Service team is ready to solve your problem in one call.

- High Quality Product Selection: We offer an unparalleled selection of products from the best-selling brands.

- Financial Strength: Leading financial position allows us to continually invest in our business.

- Sustainable Expertise: We offer furniture products that improve your environmental footprint while delivering the performance you require.



11	What are your company's expectations in the event of an award?	Our expectation is to build on our already strong, dynamic partnership and to continue to drive tremendous value, efficiencies and savings to existing and future Sourcewell participating agencies. Our hope would be that many more Sourcewell participating agencies will join the existing thousands of participating agencies currently taking advantage of the numerous benefits that our Sourcewell awarded contracts offer. Our goal is to enhance our value in becoming a true sustainable resource for your participating agencies, providing industry intelligence and professional consultation to further supplement the products/services we have offered in the past. Our expectation is to continue the trend of exponential sales growth year-over-year which we have experienced as a contract award holder for the past 19 years.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples represents that it has the financial resources available to perform its obligations under an agreement reached between Staples and Sourcewell participating agencies. Please see Attachment 1 for Staples' Bank and Trade References.	*
13	What is your US market share for the solutions that you are proposing?	Staples' leading financial position allows the company to invest in its business, expand its products and services, and provide customers with the confidence of working with a strong and stable supplier. While there is no universal consensus as to its size, the commercial furniture market totals more than \$14 billion in the U.S.* Staples has less than a 10% share of the total market across many categories, and we are continuously analyzing the market through expertise, insight and data to ensure our pricing is current and competitive. *BIFMA (updated April 14, 2023): The market size estimates have been developed and updated by S&P Global Market Intelligence utilizing various government data sources. Please note that the market size value varies by source. Staples' response to question 13 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.	*
14	What is your Canadian market share for the solutions that you are proposing?	Staples has not included Canada in our response to this request for proposal.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never been the subject of a bankruptcy action.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as (a) a distributor/dealer/re-seller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Staples functions as our own "dealer distribution network" by partnering with key manufacturers, suppliers and affiliates as an extension to our sales/support service offering. We are providing letters of authorization from the manufacturers we are proposing under this response. Please see Attachment 2 – Manufacturer Letters of Authorization. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to the Staples/Sourcewell contract.	*
17	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 and its affiliates are 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: Delivery: We utilize a combination of our own fleet and carefully selected third-party courier providers to supplement our territory reach as needed. We also utilize our supplier partners' fleet and LTL carriers when factory-direct shipments are requested by participating agencies. Installation/Services: We have an extensive network of 168 installation partners and work daily with 95+ first call providers for installation, service and repair. Diversity One Program: Staples has established strategic alliances with highly respected diverse and small business suppliers who have extensive experience serving the public sector and large institutional customers. We will be happy to share additional information with Sourcewell upon request.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal agency during the past ten years.	*
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	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><b>Company Rankings</b>            #59 on Forbes America's Largest Private Companies list for 2022            #68 on National Retail Federation's Top 100 Retailers list for 2022</p> <p><b>Environmental Awards &amp; Recognitions</b>            EcoVadis most recent assessment achieved silver rating overall, Advanced rating in Environmental category            Awarded U.S. EPA's ENERGY STAR Partner of the Year for Sustained Excellence for 10 consecutive years up through 2019            Staples won a 2017 Forest Stewardship Council (FSC) Leadership Award for offering more than 1,000 FSC-certified products and helping to raise awareness of FSC-certified products among customers.</p> <p><b>Diversity Awards &amp; Recognitions</b>            Score of 95 out of 100 on the 2022 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> <p><b>Supplier Awards</b>            E&amp;I Cooperative Services "Best In Class Sales Support" (2022)            E&amp;I Cooperative Services "Best-in-Class Member Responsiveness" (2019)            HealthTrust Supplier of the Year (2019)            HP U.S. Partner to Watch (2017)            HP U.S. Supplies Partner of the Year (2017)            CBRE Supplier of the Year (2017)</p> <p><b>Notable Furniture Reviews</b>            Hyken: <a href="https://www.wired.com/gallery/best-office-chairs/">https://www.wired.com/gallery/best-office-chairs/</a>            Hyken: Best Office Chairs For Back Pain 2023 - Forbes Vetted            Essentials 200 Ergo Task Chair 2023 Editors' Picks: Featured Winners   Store Brands</p>	*
20	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 \$51M in governmental furniture under our Sourcwell-awarded contracts in the past three years.	*
21	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 \$77M in educational furniture under our Sourcwell-awarded contracts in the past three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples holds the following state and cooperative contracts specifically for furniture:</p> <ul style="list-style-type: none"> <li>Commonwealth of Massachusetts</li> <li>Sourcwell</li> <li>BuyQ</li> <li>BuyBoard</li> <li>ACSI</li> <li>E&amp;I</li> <li>NPPGov/State of Michigan</li> <li>State of Delaware</li> <li>Commonwealth of Pennsylvania</li> </ul> <p>Staples considers corporate financial information to be proprietary.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> <li>47QSEA19D008T – Enhanced SIN for Office Supplies &amp; Services/Office Supplies 4th Generation (OS4) and Packaged Office Furniture</li> <li>GS-07F-035BA – Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services</li> </ul> <p>Staples considers corporate financial information to be proprietary.</p>	*

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Superior Court of Orange County	Alfonso Rivas	(657) 622-5600	*
City of Houston	Lee Lopez	(832) 393-8010	*
City of Memphis	Kristie Hardy	(901) 636-6500	*

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

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Hillsborough County Public Schools	Education	Minnesota - MN	Supplemental everyday transaction – renovation and new construction projects	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
New York Department of Education	Education	New York - NY	Supplemental everyday transaction – renovation and new construction projects	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
County of Riverside	Government	California - CA	Supplemental everyday transaction – renovation and new construction projects	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
County of San Bernardino	Government	California - CA	Supplemental everyday transaction – renovation and new construction projects	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
City of Houston	Government	Texas - TX	Supplemental everyday transaction – renovation and new construction projects	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*

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

Describe your company's capability to meet the needs of Sourcewell 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 is committed to providing the best experience for your participating agencies by:</p> <ul style="list-style-type: none"> <li>Offering customized consultation regarding any furniture need</li> <li>Applying our expertise through product specification, project coordination, delivery, assembly and installation. Design services and project management may also be available on a per project basis.</li> <li>Offering ways to streamline purchasing processes by automating steps of the process where possible</li> <li>Providing a consistent nationwide experience from a product availability and delivery/installation standpoint.</li> <li>Establishing programs for multi-location agencies who are seeking ongoing product standardization</li> <li>Curating product solutions that leverage readily available products on StaplesAdvantage.com or sourced products from our wide range of manufacturer partners</li> </ul> <p>Staples Furniture Solutions Sales Team Structure:  In addition to the more than 550 account management and sales associates nationwide, the Staples' national sales organization consists of a dedicated furniture team of experts deployed across the continental U.S. This team of full-time, Staples-employed experts includes:</p> <ul style="list-style-type: none"> <li>24 Furniture Key Sales Representatives</li> <li>9 Furniture Sales Consultants</li> <li>9 Proactive Chat Furniture Sellers</li> <li>5 Furniture Sales Leaders</li> <li>1 Vertical Market Senior Manager</li> <li>8 Installation Services Regional Managers</li> <li>35 Furniture Installation experts</li> <li>5 Furniture Coordinators/Analysts</li> <li>1 Senior Manager Furniture Operations</li> </ul> <p>The HiTouch Business Services furniture team structure consists of 18 experienced commercial furniture experts ranging from Division Vice President to Operations Managers to Furniture Project Specialists.  Staples' affiliates will further expand the sales force and capabilities offered under this proposal.</p>
27	Dealer network or other distribution methods.	<p>Staples functions as our own "dealer distribution network" by partnering with key manufacturers, suppliers and affiliates that serve as an extension to our sales/support service offering. We rely on best practices, consistent across the country for all locations of Staples. Our intra-network resources ensure maximum quality control. This is in direct contrast to inter-market networks that rely on a mixture of independent dealers/distributors that manufacturers must rely upon to service the contract. 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 agency with reference made to the Staples/Sourcewell contract.</p>

28	Service force.	<p>Staples and its affiliates offer the following products and services:</p> <p><b>Easy Online Ordering</b>  Approximately 735,000 furniture items available to order online across categories of seating, desks, storage, boards, accessories, education, healthcare, quick ship and more  Online budget controls, approval flows, product comparisons and reporting  Ability to curate shopping lists and consistent product offerings for all locations</p> <p><b>Delivery</b>  Trained, professional delivery associates  Offering a broad assortment of furniture options with quick shipping in as few as two days  Deliveries occur during normal working hours and within the defined service area of the servicing market  After hours and/or delivery to remote areas are also available; consult your Sales Representative for more details</p> <p><b>Installation</b>  Installation will follow the guidelines set forth by the participating agency and will be performed by professionally trained personnel familiar with the agency's facilities and local trade jurisdictions  Each station will be surface cleaned, vacuumed; all trash will be removed  Panels, workstations and files will be leveled  Change order requests coordinated through the participating agency or their designated authority  Punch lists will be cleared to participating agency satisfaction prior to invoicing occurs</p> <p><b>Specification Services</b>  Understanding participating agency's objectives and goals and then translating them into the appropriate product and service solutions  Offering includes an assortment of furniture items that are available online at StaplesAdvantage.com  Sourcing products from a wide range of manufacturer partners to fit specific needs of participating agencies  Consultation includes recommendations on products that will be available to fit participating agency's needs and ensuring stocking levels for future needs</p> <p><b>Capital Construction Furniture Projects</b>  As part of our overall offering, HiTouch Business Services provides participating agencies with a scope of services often required for large capital construction furniture projects. This offering includes:  An in-house design team that offers space-assessment, specification, space-planning, Auto-Cad/Cap and CET detail including 3D renderings.  Project Management team works in conjunction with the designers to ensure on-time deliveries, provide oversight of each complex project, as well as provide guidance to delivery and installation teams during the installation process.  Internal support teams responsible for seamless execution for the internal aspects of complex furniture projects from PO generation to acknowledgement reconciliation, pricing verification, punch-related issues and Day 2 and Day 3 support.</p>
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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>Ordering Methods</p> <p>Staples offers furniture available through StaplesAdvantage.com to allow participating agencies an easy purchasing experience. In addition, Staples also sources directly from a wide variety of commercial grade furniture manufacturers. This affords your participating agencies maximum choice of options and best purchase value. Please see Question 39 below for an overview of our e-commerce ordering site.</p> <p>Although online ordering is the most efficient way to submit orders, we also offer flexible phone, fax, email and mail ordering options. Orders placed through these alternative methods are entered into our order management system, which manages the participating agency's requirements and validates each order. Based on product availability and the ship-to address, the order will be routed to the most strategic company-owned fulfillment location or channel partner distribution point.</p> <p>Staples, in limited circumstances and when appropriate, may individually adapt to e-procurement requirements including but not limited to Ariba, Oracle and Jaggaer. This integration must be mutually approved and may require additional terms and/or fees. We will continue to pursue and invest in communication linkage to customize data flow at the request of our valued customers as the needs arise.</p> <p>Custom Furniture Orders</p> <p>For custom furniture orders, participating agencies typically issue a purchase order after the order has been specified and quoted. Our customer support teams use state-of-the-art order and logistics management software to centralize the many moving parts of a participating agency's furniture project and ensure on-time, accurate delivery and setup. We manage every step, including development of the delivery and installation timeline, order entry, final check of order, manufacturer coordination, walk-through/inspection and delivery tracking.</p> <p>Our design software is linked to our quote module that delivers an electronic transmittal of parts and item details. Upon acceptance of a quote, our furniture operating software system converts the quote to an order that generates a supplier purchase order which is then electronically transmitted to our supplier partners. Upon receipt, an EDI acknowledgement is received to identify any deviations or omissions. Upon receipt of a delivery confirmation, a system invoice is generated to the customer (in the same line-item sequence).</p> <p>Payment Methods</p> <p>Staples welcomes a wide range of payment types to meet your needs. Your Staples invoices can be paid via:</p> <ul style="list-style-type: none"> <li>Company check</li> <li>Automated Clearing House (ACH) with notifications via email or EDI</li> <li>Electronic Funds Transfer (EFT)</li> </ul> <p>Additionally, credit cards are accepted at the time of purchase (Discover, American Express, MasterCard or Visa).</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>Our Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern. Key differentiators that result in higher satisfaction for Sourcewell and its participating agencies include:</p> <ul style="list-style-type: none"> <li>A One &amp; Done service commitment in which our associates are empowered and trained to resolve most issues upon first contact, without having to transfer end users to another person. On average, we resolve close to 90% of the most common issues upon first contact.</li> <li>A direct connection to a live customer service representative.</li> <li>Proactive notification and alerts if deliveries are expected to be delayed for some reason.</li> <li>A knowledgeable, highly-trained customer service team with an average tenure of five years with Staples. Our representatives offer the experienced insight and solutions you expect. Every new call center associate is required to attend an extensive three-week training program that includes customer service skills, procedures, product information and problem resolution.</li> <li>For HiTouch Business Services specific needs, the HiTouch First Contact Resolution team is ready to assist.</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our proposal includes service to all geographic areas in the continental U.S., Alaska and Hawaii.	*
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 agencies 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 agencies in its non-U.S. operations.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S., Alaska and Hawaii. Staples is not including Canada in the scope of our proposal.	*



34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	If re-awarded the furniture agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell furniture agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell furniture agreement for the applicable entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional shipping and handling charges may apply to orders to Alaska and Hawaii. All orders for furniture products that include assembly/installation will have a separate quoted line for that service. At time of quote, delivery timelines from freight forwarder will be communicated to customer. Unless otherwise quoted, additional trip charges may apply for return trips to customer site.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Staples' strategy for the national promotion of the Sourcewell furniture contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team.</p> <p>At Staples we have adopted a total team approach to support Sourcewell participating agencies. The account management staff is formally paired with Staples' furniture specialists to provide furniture expertise as needed. This ensures that product and service specialists are engaged in projects and opportunities to provide support for the complexity of furniture transactions.</p> <p>Business Development – prospecting and acquisition process</p> <ul style="list-style-type: none"> <li>o Continue to focus efforts on acquisition of participating agencies in the public sector through the Sourcewell contract</li> <li>o Leverage the unique skills and strengths of our mid-market teams for small and medium sized agencies and our enterprise teams for larger more complex organizations</li> </ul> <p>New Account Management – new account implementation and ramp</p> <ul style="list-style-type: none"> <li>o Implement accounts with specificity, efficiency and speed</li> <li>o Comprehensive program training</li> </ul> <p>Existing Account Management – existing account communication and penetration</p> <ul style="list-style-type: none"> <li>o The development and deployment of program tools to ensure individual agency adoption, compliance, loyalty and satisfaction</li> </ul> <p>Ongoing Internal Training and Education</p> <ul style="list-style-type: none"> <li>o Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce</li> </ul> <p>It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating agencies and the continued service and management of existing accounts. These tools and tactics are further enumerated in Attachment 3 – Sourcewell Marketing Plan.</p> <p>The plan:</p> <ul style="list-style-type: none"> <li>o Is a complete lifecycle of internal and external tools that ensures contract promotion through proven best-practices and constant innovation</li> <li>o Relies on the committed resources of the entire Staples organization, supported by our senior management team</li> <li>o Utilizes a full range of tools and technology including, but not limited to: <ul style="list-style-type: none"> <li>o Online and in-person training tools and techniques</li> <li>o Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization.</li> <li>o Internal instructional website presence for sales education</li> <li>o Public-facing website presence for current and prospective Sourcewell participating agencies</li> </ul> </li> </ul>	*



37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As detailed in Attachment 3, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers.</p> <p>Attached is the comprehensive marketing plan that we have developed to support marketing offerings to support Sourcewell participating agencies. Our marketing plan promotes awareness of the Sourcewell furniture contract to your participating agencies utilizing our marketing technology and e-commerce platform, StaplesAdvantage.com StaplesAdvantage.com/Sourcewell Microsite</p> <p>A public-facing website that educates prospective and existing customers on the Sourcewell/Staples contracts:</p> <ul style="list-style-type: none"> <li>Overall program highlights</li> <li>Furniture contract highlights</li> <li>Ordering overview</li> <li>Product and service overview</li> <li>Contact information</li> <li>Messaging from Sourcewell</li> <li>Link to <a href="http://www.StaplesAdvantage.com/Sourcewell">www.StaplesAdvantage.com/Sourcewell</a> for more information</li> </ul> <p>StaplesAdvantage.com Proactive Chat</p> <p>Staples engages buyers online while they are shopping through our new Proactive Chat facilitated by an actual Staples furniture expert.</p> <ul style="list-style-type: none"> <li>Real time consultation</li> <li>Product recommendations</li> </ul> <p>Available to gather additional details about products and answer any questions</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<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> <p>The ongoing collaboration between Sourcewell and Staples that allows for the optimization of identifying, soliciting and acquiring participating agencies and contract participants.</p> <p>The regular communication of industry and public procurement conditions that will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly.</p> <p>The identification and creation of opportunities that allow Staples to provide Sourcewell participating agencies its entire scope of products and services while providing an increasingly attractive value proposition for prospects and a compelling source of value for participating agencies.</p> <p>Assistance in identifying Sourcewell participating agencies to provide account of their contract success, these successes would in turn be used to acquire new participating agencies to the Sourcewell/Staples contract.</p> <p>The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows.</p> <p>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 and Staples mutual ongoing success.</p>

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. Staples offers thousands of furniture items available through StaplesAdvantage.com to allow participating agencies an easy purchasing experience. In addition, Staples also sources directly from a wide variety of commercial grade furniture manufacturers. This affords your participating agencies maximum choice of options and best purchase value. StaplesAdvantage.com Overview</p> <p>At StaplesAdvantage.com, you can do more than order the products you need. Our site is fully customizable to your 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> <p>Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security.</p> <p>Easy Search &amp; Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match 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.</p> <p>Product Comparisons – Compare up to four products at time to make an informed selection and read product reviews.</p> <p>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.</p> <p>Order Status &amp; Tracking – View details on all orders placed in the past 24 months, track your orders and view proof of delivery.</p> <p>Hassle-Free Online Returns – Process returns by clicking Return an Item from the Order History page.</p> <p>Frequently Purchased – View and reorder items ready for replenishment by clicking on Frequently Purchased under the Lists icon. Frequently purchased items now include a list of products purchased over a two-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history.</p> <p>Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, contact customer service, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.</p> <p>Online Procurement Controls</p> <p>Participating agencies 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> <p>User &amp; Location Management – Easily add new users, supervisors and account administrators and remove, modify or add shipping locations.</p> <p>Account Maintenance – Authorized profiles can add, modify and delete users, shipping locations, budget centers and purchase order/purchase order releases.</p> <p>Budget &amp; Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department.</p> <p>Customization Features – Customize your platform with special instructions and messages to keep users in program compliance.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Staples strives to provide ongoing support to Sourcewell participating agencies as they continue to utilize furniture purchased through this contract. Staples has a variety of vendor partners that offer guidance to end users regarding the proper utilization of the product to ensure the best long-term satisfaction for the user. For example, HON and many other providers offer resources to help ensure each end user has a comfortable workspace. Specific tips are available to ensure a healthy work environment, resulting in less workplace injuries. Some vendor partners provide ergonomics assessments as well.</p> <p><b>Environmental Campaigns/Training</b></p> <p>Raising awareness among our associates around environmental issues is an important enabler of our environmental efforts. This education takes several forms.</p> <p>We build awareness of our policies and procedures through regular communication with various associates in operational roles and formal training programs. These programs are customized based on the needs of the business. We integrate environmental messages into our internal communications channels to support the various needs of the business. For example, for our energy efficiency programs, we create contests, generate videos, share reporting and reward teams that achieve certain goals to incentivize behaviors that will drive cost reductions and environmental benefit. We have various materials designed to help educate our sales force on our practices and accomplishments, including specific training initiatives related to our sustainability capabilities and specific programs related to green cleaning and facility operations. Associates also receive an introduction to our sustainability programs during the new associate onboarding module.</p> <p>Our team of corporate sustainability experts can provide free strategic consultation and help shape a sustainability program that advances your goals. These experts can:</p> <ul style="list-style-type: none"> <li>Quantify sustainable accomplishments</li> <li>Implement programs that drive sustainable buying patterns</li> <li>We employ NICDQ licensed and LEED certified staff to assist and support green initiatives.</li> <li>Organize additional efforts such as compost programs, tree plantings, energy consults and more</li> </ul> <p>The training described above is available and optional based on individual participating agencies' needs.</p> <p>Our Manufacturer Discount Schedule provided includes weblinks for all suppliers listed. These supplier websites provide a wealth of product and industry intelligence that be accessed at your participating agencies' convenience. Data contained incorporates industry trends, white papers, color/finish trends, health and safety data as well as guidelines for appropriate product selection.</p> <p>HiTouch utilizes MyResourceLibrary (MRL), a customer facing program that enables clients and our internal team's access to research binders from all our leading manufacturing partners. These binders are updated in real-time to include detailed product information, visual rendering with full product detail and information on all sustainability attributes offered by each manufacturer. Our teams are fully trained in the identification of sustainability offerings and attributes of each manufacturing partner.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Staples has invested heavily in systemic and technical programs to streamline the procurement process and allow optimum management of project services. Internal system resources including Commercial Furniture Software (CFS), our proprietary furniture operating platform, is fully integrated into our design software, project management, procurement and archival order records. We also use Salesforce.com to review the latest information related to every project in our pipeline and process quotes and orders.</p> <p><b>Commercial Furniture Software (CFS)</b> Our proprietary operating system, Commercial Furniture Software (CFS), is solely owned and operated by Staples, Inc. In addition to the software platform, the developers and system designers are in-house employees, which ensures that the system remains current, relevant and development is ongoing. Furniture teams may also utilize Gantt Chart and PlanGrid project management tools. Gantt Charts details all project progress activities with dependencies and easy risk impact assessment when conditions change, or upstream delays occur. PlanGrid is a project management tool that improves collaboration and dramatically reduces miscommunications that lead to errors and rework. PlanGrid provides daily status updates, houses key project documents in a single file, and tracks any and all punch issues with tracking in a single file, subsequently helping to keep project timelines on schedule.</p> <p>To leverage the specialized functionality of this furniture software package, all our software ordering platforms feed furniture orders into the CFS system for processing and special handling. Upon completion of the order cycle, the order detail is fed back into the original order source for Accounts Payable processing and billing. This provides unsurpassed capabilities for complete and detailed participating agency usage reporting.</p> <p>CFS provides systematic solutions for all aspects of our furniture business, including CAD design, rental, leasing, loaner/demos, value-add service coordination, inventory control and order management. CFS is totally integrated with our Revit-20/20 and AutoCAD/Cap Studios CAD systems. Design specifications generate a finite bill of materials which is electronically transferred into a quote format. Upon agency order approval, information is electronically transferred to the order processing module. With the flick of a button, a quote becomes an order that generates a supplier purchase order. A number of our supplier partners allow electronic transmission, receipt and acknowledgment of our orders. The electronic transfer of data effectively removes the element of human error. While stringent manual editing processes are in place to monitor the accuracy of our system, the electronic download and transfer of order data has dramatically reduced the incidence of transposition errors formerly experienced with manual processes.</p> <p>Order history is retained to facilitate re-orders and warranty support. This database can also provide and assist with asset inventory documentation for our valued customers.</p> <p><b>Kits Collaborator</b> Our latest technology investment includes visualization software that allows our designers and project managers to bring space visualization to the field. Please see Attachment 4 for an overview of Kits Mobile.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Staples understands the value of sustainability. Not only have we established sustainable practices for our organization, but we continually strive to offer our customers environmentally preferable solutions. Through strong relationships with our vendor partners, Staples provides participating agencies with a wide selection of products and services to help achieve your sustainability objectives.</p> <p><b>Environmentally Preferable Furniture</b> Staples has partnered with 75 manufacturers in our response, many of which are leaders in producing environmentally preferable furniture solutions. We've partnered with manufacturers that specialize in eco-responsible furniture designs: Allsteel, Baltix, Ecologic, HON and Humanscale are just a few. Additionally, with certain products, you can earn credits toward Leadership in Energy and Environmental Design (LEED) certification.</p> <p>Staples will work participating agencies to identify when environmentally preferable products that meet their needs are available.</p> <p><b>Manufacturer Attributes</b> A vendor directory with weblinks is provided to offer direct ease of access to the manufacturers listed in our response. Their resource data provides a great deal of focus and content on their specific sustainability mission statements, environmental stewardship and industry certifications in support of environmental issues. Please also see Attachment 5 for Manufacturer Green Certifications.</p> <p><b>Manufacturer Packaging</b> Given that many furniture items are custom ordered to meet your specifications, products will often be delivered in the manufacturer packaging. Many of the manufacturers we carry use sustainable packaging options, such as:</p> <ul style="list-style-type: none"> <li>Recycled Packaging – Post-consumer recycled content</li> <li>Recyclable – Corrugated cardboard is recyclable everywhere</li> <li>Reusable – Reusable shipping blankets, shipping crates and wooden pallets</li> <li>Non-Toxic – Minimal printing on the boxes with minimal adhesives</li> </ul> <p><b>Service Offering</b> Staples is a full-service furniture solution for participating agencies. Our internal experts may help maximize their sustainability goals in the workplace from project inception to end-of-life services.</p> <p>Furniture Reuse and Recycling – Staples offers solutions for recycling, decommissioning and donating office furniture. participating agencies can also take advantage of remanufacturing options to refresh existing assets. Our experts may help you</p>

determine the best solution to maximize the value of your furniture and sustainably dispose of unwanted assets.

LEED Certification – Staples carries thousands of LEED eligible products to help you qualify for certification. Staples can provide participating agencies with LEED eligible products and reporting. We provide support for the following LEED credits:

- o Energy & Atmosphere (EA1)
- o Materials & Resources (MR2.2, MR4, MR 5, MR6 & MR7)
- o Indoor Environmental Quality (EQ4.5, EQ8.1 & EQ8.2)
- o Innovation & Design (ID)
- o Regional Priority Credits

Design for Sustainability – Our furniture offering provides participating agencies with qualifying furniture paired with LEED AP Accredited Professionals available for commercial interiors program guidance to maximize LEED credits or just operate a healthier, greener building.

Asset Management – We offer an automated, interactive inventory program to help track and manage your furniture assets, as well as services to maintain and extend the life of your products. We clean assets with a vacuum recovery system that reduces dry time and adheres to environmental guidelines.

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 may design a program tailored to participating agencies' goals and our Field Marketing personnel may help promote it to their employees. Our sustainability programs can help participating agencies:

- o Procure a high percentage of eco-responsible products that also meet their budget
- o Track green procurement progress and benchmark against peers with our industry-leading environmental reporting

- o Design and install sustainable furnishings that meet LEED and other green building standards and support a healthy, productive workplace

- o Increase employee awareness and acceptance of sustainability programs through educational program offerings that help shift behavior to more sustainable practices

Staples' Internal Sustainability Initiatives

Staples is deeply committed to reducing our environmental impacts. We have implemented a five-year plan to drive environmental improvements across our operations. We will strive to achieve the following goals by 2028 and report annually on our progress.

35% reduction in our operational carbon emissions (from a 2021 baseline): This goal addresses the carbon emissions from running our buildings. To achieve this goal, we will:

- o Increase the energy efficiency of our buildings
- o Continue to electrify our fleet and boost its efficiency
- o Procure renewable electricity

70% of our suppliers (by spend) having set carbon emissions reduction targets aligned with climate science: This goal addresses the emissions associated with the companies we use to run our business. These emissions are higher than those from our direct operations. To achieve this goal, we will:

- o Encourage our suppliers to set carbon emissions goals in line with climate science
- o Track their progress on these goals and connect them with resources if necessary

90% diversion of waste to recycling in our warehouses: Our facilities are already diverting waste to recycling today, but we know there are still opportunities to improve our performance. To achieve this goal, we will:

- o Identify key areas for improvement and implement programs to address them
- o Ensure all facilities have transparency and recognition for high performance

Supplier Initiatives

Our commitment to providing responsibly manufactured, top-quality products extends to our supply partners. To establish clear guidelines for responsible operations, we developed the Staples Supplier Code of Conduct. Based on international social accountability standards used during onsite evaluations and accountability audits, we ensure the products we offer are made in an environmentally sustainable manner and the workers making those products are treated fairly, with dignity and respect.

Additionally, Staples requires suppliers to follow environmentally responsible sourcing standards to ensure the conservation of our natural resources. Our supplier initiatives include:

- o Member of the Retail Leadership group within the Green Chemistry and Commerce Council, a multi-stakeholder initiative which drives the use of healthier and safer chemicals in products across the globe. This effort is helping us manage the development and implementation of our Chemicals Policy.

- o Member of the Sustainable Purchasing Leadership Council (SPLC), helping us to understand the needs of purchasers seeking to implement sustainable purchasing programs so we can best partner with our suppliers and develop programs to ensure we are meeting those needs.

- o Member of the Sustainable Packaging Coalition (SPC), a multi-stakeholder group is dedicated to a more robust environmental vision for packaging.

- o Active within SPC's Forest Products Working Group, developing tools and resources to address forest resource challenges and opportunities.

Historical Progress

From 2010 to 2020, Staples reduced our carbon emissions by 49%, the weight of packaging materials used by 13% and our energy use per square foot by 24%. We also have a number of policies in place to guide our efforts and those of our suppliers, including



		our Sustainability Policy, Paper and Wood Sourcing Policy, Chemicals Policy and Supplier Code of Conduct.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Environmental Certifications</p> <p>ENERGY STAR® Certification</p> <p>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</p> <p>Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. Some examples include:</p> <ul style="list-style-type: none"> <li>ENERGY STAR and EPEAT qualified technology</li> <li>FSC certified, recycled and alternative fiber-based papers</li> <li>Green Seal™, UL EcoLogo, and U.S. EPA Safer Choice certified cleaners</li> <li>AP non-toxic certified writing instruments and art supplies</li> <li>GREENGUARD, Indoor Advantage and LEVEL-certified furniture</li> </ul> <p>Environmental Partnerships &amp; Affiliations</p> <p>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.</p> <p>U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.</p>
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	Please see the previous question where we have detailed Staples' environmental certifications. In addition, we have included Attachment 5 – Green Statements for our manufacturer's achievements and certifications.
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Staples shares Sourcewell's and its participating agencies' commitment to diversity and offers your choice of two diversity programs to achieve your diverse and small business supplier spending goals.</p> <p>Diversity One Program</p> <p>We've formed strategic alliances with independently owned and operated diverse resellers to help make these businesses more accessible. Customers are able to buy directly from diverse suppliers to achieve their diversity spend requirements. Using a rigorous supplier qualification process, our Diversity One program connects participating agencies with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required.</p> <p>Diversity Two Program</p> <p>We include diverse suppliers in our product and service sourcing, helping these organizations grow while offering our customers a wide selection of high-quality goods. Meaning when a customer has a diversity spend requirement, we work with them to find the right vendors to fulfill their needs.</p> <p>Participating agencies will benefit from:</p> <ul style="list-style-type: none"> <li>A wide selection of high-quality products easily identified by symbols</li> <li>Products across every category — business essentials, furniture solutions, facility solutions and technology solutions</li> <li>Detailed reporting and tracking of your diverse product spend</li> <li>Expert, consultative support from your Account Management team, who will identify opportunities to utilize these product groups and report on participating agencies progress</li> </ul> <p>Find MWBE Products Easily on StaplesAdvantage.com. Your employees can search for diversity products using StaplesAdvantage.com filters.</p> <p>Please note that prices may be higher under a Tier One program for any participating agency, as determined by the diverse reseller.</p>

46	<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>Participating agencies expect great delivery, great service and selection, but it may surprise you to know about some of the other ways we can add value to your participating agencies' furniture programs. Sourcewell participating agencies will continue to benefit from our full-service approach, with the following elements integrated into a cohesive, cost-reducing procurement program.</p> <p>National capabilities that offer consistent service and support to Sourcewell participating agencies across the U.S.</p> <p>Leverages proprietary Furniture Operating System and standard design/CAD software platforms.</p> <p>Documented processes and protocols for order management, project coordination/management ensure optimum quality standards for every participating agency, regardless of location</p> <p>A comprehensive program built around a "lowest total delivered cost" value model, including continuous benchmarking of your entire program against the industry.</p> <p>Diverse product offering to provide solutions for the special needs of the public sector segment. The offering provides varying price points options (good, better, best) to accommodate any budget.</p> <p>Quality benchmarks and certification documentation are required for all manufacturers referenced in our response. We understand the unique and stringent quality standards that are required for public sector environments. We have completed due diligence to review and ensure that all suppliers reflect those standards: robust warranty, Indoor Air Quality certification and industry manufacturing and shipping certifications, to name a few.</p> <p>Ongoing operational savings driven by our constant investment in the latest procurement and supply chain technologies as well as through partnerships with key manufacturers.</p> <p>Customized programs to help influence end user purchasing behaviors, resulting in greater ordering and process efficiencies.</p> <p>Service that exceeds your participating agencies' expectations from a dedicated furniture expert and furniture customer service team, local specialized installation support, order management and coordination and dedicated furniture operation specialists (delivery, assembly, installation, punch list resolution and warranty support).</p> <p>Detailed reporting allows for greater transparency and control of procurement patterns.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
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47	Do your warranties cover all products, parts, and labor?	<p>For products purchased through Staples, all manufacturer warranties are passed on to the participating agency and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Warranties apply only if products are used in the way they are intended and within manufacturer specifications.</p> <p>Manufacturer warranties vary by brand. Exclusions in some warranty language include but are not limited to:</p> <ul style="list-style-type: none"> <li>Normal wear and tear over the course of ownership</li> <li>Modifications or attachments to the product not approved by the manufacturer</li> <li>Products not installed, used or maintained in accordance with product instructions and warnings</li> <li>Products used for rental purposes</li> <li>Damage caused by the carrier in transit, which is handled under separate terms</li> </ul> <p>Please refer to the enclosed Attachment 6 – Manufacturers' Warranty Statements.</p> <p>Recall Service</p> <p>If a manufacturer issues a recall, our recall service includes the following:</p> <ul style="list-style-type: none"> <li>Manufacturer will provide the specialty tools and replacement parts and require the technicians be certified in the specific procedures to correct the problem.</li> <li>Appropriate documentation will be required by the manufacturer that the product has been repaired in accordance with the specified procedures.</li> <li>The product will need appropriate identification that it has been repaired.</li> <li>The service work must be guaranteed by the service provider in accordance with the manufacturer's specifications.</li> </ul> <p>THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.</p>	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranties differ by manufacturer. We encourage participating agencies to review the terms for each manufacturer as appropriate. A written warranty statement for each manufacturer included in our priced response has been provided.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranties differ by manufacturer and the terms specific to technician travel times is dependent upon many variables. Typically, these costs are reviewed on a case-by-case basis.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Staples serves all of the continental U.S. for service and repair work and most furniture services are available in Alaska. Staples does not have furniture support services in Hawaii. Service to Canada is not part of our proposal.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For products purchased through Staples, all manufacturer warranties are passed on to the participating agency and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.	*
52	What are your proposed exchange and return programs and policies?	<p>If for any reason you are not completely satisfied with a product purchased from Staples, you may return it within the applicable timeframe. For orders placed on StaplesAdvantage.com, participating agencies can use our no-hassle online return process or call our Customer Service team to submit a return. We'll arrange to pick up the item for exchange or credit to your account. Return requests will be accepted within 14 days of delivery under the following conditions: a) products are in new condition; b) products are unassembled and in original packaging.</p> <p>Custom furniture, made-to-order products, or products sourced specifically for a participating agency are not eligible for return unless defective or damaged. Upon approval by Staples and the manufacturer involved, inventory product may be returned subject to a restocking fee exclusive of freight and delivery. The returned product must be in new and unused condition and returned in its original carton.</p> <p>Defective products will be replaced or repaired in keeping with manufacturer's warranty statements. Any incidence of freight damage will be applicable to FTC rules/regulations.</p> <p>When applicable, credits for returned items are issued when the returned items are received back at our fulfillment center and subsequently returned to the host supplier. Typically, returns are picked-up within one to five business days and credit is released with 24-48 hours of our receipt of the manufacturer's credit.</p>	*

53	Describe any service contract options for the items included in your proposal.	Staples will quote various applicable services for any project on a case-by-case basis. Services such as assembly and/or installation are quoted based on a variety of factors including scope of services needed, location of installation, requirements of the customer, etc. Staples also offers assistance in finding local donation points or charity organizations that may have an interest in furniture that is being decommissioned by our customers.	*
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Staples' standard payment terms are Net 30 days. Each participating agency 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 agency. In the event a participating agency 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 agency's location(s) by written notice to such participating agency and to Sourcewell. For large projects, a participating agency may be required to pay a deposit of 50% of the total purchase price.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Staples supports active third-party leasing sources, including NCL Government Capital, where applicable. We may offer leasing options that can be customized for the purposes and needs of your specific participating agencies. Lease options can vary in terms, duration and rates – all dependent on the specific requirements of each project. Staples will work with your participating agencies to help find the option that best suits their needs.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of transaction forms that may be used in connection with an awarded contract are: Furniture Program Exhibit Furniture Quote Terms & Conditions (HiTouch) MySuccessfulProject Terms & Conditions Form (HiTouch) Please see Attachment 7 – Sample Agreements.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase at no additional cost.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our response features two pricing components, a list of featured custom order manufacturers with a discount from list price model and a core item list of net-priced items available for purchase on StaplesAdvantage.com. With this offering, participating agencies can receive exclusive discounting on furniture from Staples whether they buy online or through their Staples representative. List Less Discounts for Featured Custom Order Manufacturers Staples has curated an assortment of top tier manufacturer partners to offer Sourcewell participating agencies discounts from the then current manufacturer list price for their full line or subdivided by product category for best value. For many manufacturers, the discounts are tiered to provide discounts by order volume to support small orders and large project opportunities. Given that our response includes full line manufacturer pricing, as new product offerings are introduced by manufacturers, they become available for purchase under the terms of the brand pricing. Staples partners with many other manufacturers and will provide participating agencies with discounts from list price for any manufacturer partner, negotiated on a per project basis. A listing of manufacturer partners is included in our response. This list is not all-	

inclusive of the manufacturer partners that Staples can potentially partner with. Participating agencies interested in a specific manufacturer that is not listed should contact their Staples representative to explore product availability.

**Net-Priced Core Item List**  
 In addition to the custom order list less discounts available to participating agencies, Staples is also offering a core list of featured furniture items with competitive net pricing. This allows the participating agency to easily understand their price. Items featured on the core list are available for purchase on StaplesAdvantage.com. Installation services are also available for purchase for agencies shipping to qualifying areas for an additional fee that will be quoted on a per project basis.

Core List items are priced to provide participating agencies with market competitive pricing on historically high-use items by Sourcewell participating agencies. All prices and/or discounts provided to participating agencies in this response are “not to exceed” prices meaning that Staples can provide agencies additional discounting beyond what is stated in this response, negotiated on a per project basis.

**Important Notes Regarding Pricing:**  
**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 agencies to identify alternative products to mitigate the impact of the foregoing where possible.

Staples also reserves the right to impose order quantity limits on Core Items in the event supply is limited due to shortages or supply constraints caused by extraordinary market events.

**Updated Items** – For purposes of contract management, Staples may provide to Sourcewell an updated report which shall identify the SKU numbers and prices for product price changes, new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. Staples may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

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

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

**Sourced Goods** – Participating agencies may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating agency 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 agency.

**Diversity One Program** – Staples reserves the right to implement a pricing upcharge when setting up a Diversity One Program for any participating agency to reflect the additional cost of the diversity supplier’s program.

59 Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.

Our response features two pricing components, a list of featured custom order manufacturers with a discount from list price model and a core item list of net-priced items available for purchase on StaplesAdvantage.com as described in question 58. Please see Attachment 8a – Manufacturer Discount Schedule and Attachment 8b – Furniture Core Item List.

60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Staples is proposing a competitive product pricing structure without a rebate program that can inflate the overall pricing. We find that having the best possible product pricing is most important in a national program as it drives end-user satisfaction and compliance to the overall program.</p> <p>Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating agency based upon commitments and variables that may include, but are not limited to, agency size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Participating agencies receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p>	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Our customers frequently request that we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these “Sourced Goods” and services to Sourcewell and its participating agencies. The prices for Sourced Goods shall be established between Staples and the applicable participating agency at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the participating agency.</p>	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Staples will quote various applicable services for any project on a case-by-case basis. Services such as assembly and/or installation are quoted based on a variety of factors including scope of services needed, location of installation, requirements of the customer, etc.</p>	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Staples proposes two delivery terms, which are reflected in its pricing proposal:</p> <p>FOB Factory Freight: Actual freight charges are applied to an order as a separate line charge. Freight quotes are provided upon request. Participating agencies must possess a fully functioning dock to request direct factory to destination drop ship service. Discounts apply to factory sourced orders only – pricing does not support online or retail purchases.</p> <p>FOB Destination (Tailgate Dock Delivered): Pricing includes freight. Participating agencies must possess a fully functioning dock to request direct factory to destination drop ship service. Discounts apply to factory sourced orders only- pricing does not support online or retail purchases.</p> <p>Staples may, in its discretion, offer to participating agencies a mix of FOB Factory Freight and FOB Destination delivery terms for individual items in any given order. Notwithstanding anything to the contrary, freight claims shall be handled by the participating agency in accordance with applicable law.</p> <p>Additional surcharges charged to Staples from manufacturers may be passed to participating agencies at Staples' cost (not to be marked up by Staples). Surcharges can include but are not limited to small order, freight or fuel surcharges. Any surcharge that may be applicable will be presented to the participating agency at the time of quote.</p>	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Additional shipping and handling charges may apply to orders to Alaska and Hawaii. All orders for furniture products that include assembly/installation will have a separate quoted line for that service. At time of quote, delivery timelines from freight forwarder will be communicated to customer. Unless otherwise quoted, additional trip charges may apply for return trips to customer site.</p>	*

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>For any order placed that includes installation services, Staples schedules furniture deliveries to fit the schedule of the participating agency. For large projects, installation dates and project milestones are determined in advance to accommodate the agency's project timeline. Delivery times depend on product availability. If the product is stocked in a Staples' fulfillment center, the product may be delivered within one to seven business days. However, if the product is not available and must be dropped shipped to the customer's location, delivery will be based on the manufacturer's product and shipping availability.</p> <p>Deliveries will be scheduled with the participating agency upon receipt of fulfillment status. We deliver furniture Monday through Friday from 8:00 a.m. to 5:00 p.m. local time. In the event furniture orders require delivery outside of normal business hours such as holidays or weekends, Staples will work with the participating agency to meet their delivery needs. Additional charges may apply. Staples offers union labor options when required by site. Installation quotes are provided based on any non-standard labor requirements or non-standard business hour installation requirements.</p> <p>Our network of third-party professional installers ensures that furniture is delivered and installed on time, and we provide customized on-site setup.</p>
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**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating agencies. 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, usually bi-weekly and/or monthly, and compare it to the contract pricing requirements. This further guarantees that your participating agencies receive pricing that is consistent. Staples may also work with manufacturers to frequently spot-check and audit pricing and discounts that are applied to customer orders. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Staples leverages multiple internal applications to track contract performance, trends, tendencies and risks. We use this data to continually monitor and improve our contract for the benefit of the participating agencies. For example, Staples' will measure the following metrics on a regular basis: <ul style="list-style-type: none"> <li>Monthly spend and purchasing activity per participating agency</li> <li>Overall contract performance including year-over-year analysis</li> <li>Agency spend and seasonal product trends</li> <li>Average order sizes</li> <li>Average product lead times</li> <li>Order delivery turnaround times</li> <li>Environmental and diversity product utilization and impact</li> </ul>
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Staples is proposing a 1.5% administrative fee that will be paid on net sales pursuant to this agreement.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Staples will help Sourcewell participating agencies on their journey to create a productive, collaborative environment with inspired workspaces through our products, technology, people and services. Whether you're moving, expanding, opening a new facility or simply need a new chair, our experts can create a customized solution to help you maximize the effectiveness of your work environment. Here's how our program benefits Sourcewell participating agencies: <ul style="list-style-type: none"> <li>Wide selection of furniture from key suppliers who provide the quality and durability required for public sector organizations</li> <li>Easily find furniture solutions online at StaplesAdvantage.com or leverage your dedicated furniture expert to help you identify the perfect product solution.</li> <li>Furniture standards programs to help maintain consistency within each participating agency, leverage price savings and ensure compliance across your locations</li> <li>Full service including delivery and installation of product by factory-certified teams, with Project Managers on-site when merited</li> <li>Post-sale service and support to maintain the value of your furniture investment</li> <li>Streamlined procurement platform that supports a single-source, multi-vendor solution to reduce costs and drive order accountability</li> </ul>



Availability of on-site assessments, project management and design services for qualified opportunities.

#### Furniture Products for Your Everyday Needs

We offer a wide selection of furnishings at any budget for any space — lobby, workstations, private offices, meeting spaces, classrooms and more. We also provide custom on-site setup for most locations in the U.S. Our product selection includes:

A broad assortment of Staples brand furniture products including Union & Scale and TruRed brands. Products are easy to assemble and ergonomically designed with smart features that support productivity. Engineered and built to last, Staples brand furniture is made using high-quality materials and backed by a long warranty. Quality modern furniture with all the benefits of top national brands, at a more competitive price.

Approximately 735,000 furniture items available for quick shipping on StaplesAdvantage.com. View multiple pictures, read reviews, and find product specifications easily online and buy at pre-negotiated discounts exclusive to state & local government, education and non-profit agencies.

Offering a wide selection of special order furniture including seating, desk, panel systems, storage, conference tables, and so much more. The Staples team sources product from top furniture manufacturers such as Allsteel™, HON®, Kimball International, Gunlocke, Global®, Alumni, SAFCO, Fellowes, Bush Business Furniture, MooreCo and many others.

Innovative eco-conscious furniture and office panel systems made with post-consumer recycled materials that are also GREENGUARD or Indoor Advantage certified

A broad assortment of accessories to complete a space. Décor, lighting, ergonomic accessories such as wrist rests, keyboard trays, etc.

A wide variety of industry-specific solutions (education, federal government, healthcare and more)

#### Furniture Services and Support Teams

Customer Support Team – Logistics experts who manage the entire product ordering and delivery process; develop delivery and installation timeline, perform final check of order; work with vendors on fulfillment and delivery of product; track and expedite orders; update client on project status

Installation & Delivery Crews – Professional, courteous delivery teams who ensure on-time delivery and accurate setup; can provide delivery to your loading dock or perform custom on-site setup.

For qualified opportunities, Staples offers participating agencies design and project management services. Participating agencies may have access to a team of interior experts who create customized plans to maximize your budget. Our furniture solutions teams consist of the following:

Project Manager – Serves as the participating agency's project point of contact; keeps projects on budget and on time; manages projects from initial needs assessment through design phase to delivery, installation and post-sales. Project Managers work in close conjunction with our designers and share ownership of their projects from inception to occupancy.

Interior Designer – Analyzes your space and creates custom drawings and furnishing plans to meet the Member's needs; works with existing architectural plans or performs all design needs from concept; customizes solutions to maximize ergonomics, sustainability, productivity and privacy of your workspaces; ensures compliance with local/national codes and industry standards.

#### K-12 Offering/Higher Education

We understand the challenges of the education market: creating a healthy and safe learning environment that supports 21st century teaching styles. Staples has invested in developing relationships with furniture manufacturers to meet your needs. We can offer furniture that is:

Educationally correct (e.g., rounded corners, no sharp or exposed edges)

Suitable for a healthy learning environment (e.g., indoor air quality certified, made in the U.S. reducing the incidence of contaminated steel)

Designed for modern teaching philosophies (e.g., adaptable to learning styles, differentiated instruction)

Compatible with technology (e.g., integrate the use of smartboards, tablets and other technology)

Consistent with your values (e.g., manufactured by suppliers with a sustainable mission statement)

A breadth of product is included to support all various teaching pedagogies in place

We have provided a mix of vendors to address the ever-evolving environment in learning institutions: learning outside the classroom, leveraging the use of public space for casual collaborative touch down spaces, bringing the outside in, outdoor learning furniture, mobile and flexible solutions to all for repurpose and redesign, specialty learning centers and zones. The products offered in our response support expansion of furniture currently in place in the installed base as well as progressive product solutions to meet tomorrow's needs.

#### K-12 Design

From classrooms and specialty rooms to auditoriums and common spaces, our



		furniture experts work one on one with you to create an environment that encourages learning inside and outside the classroom. Our consultative approach ensures the participating agency's project goals are captured in the design elements and reflected in the completed project plan.	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Examples of subcategories included in our offering are: Accessories, Art & Drafting, A/V Boards, Boards, Bookcases, Cafeteria Furniture & Equipment, Carts & Stands, Chairs, Charging Stations/Power Solutions, Classroom, Collaborative Learning Furniture, Commons, Public & Student, Conference Room, Desks, Student, Early Childhood (Toddler/Infant), FACS - Specialty Classroom, Filing Cabinets, Flooring/Educational Carpets, Folding Chairs/Tables, Healthcare Specialty Items, Health/Safety Furniture, Industrial Shelving, Instructor/Teaching Stations, IT Specialty, Library/Media Center, Mailroom, Maker Spaces/Innovation Stations, Modular Casework, Modular Panel Systems, Modular Workstations, Music, Outdoor Furnishings, Office/Administrative Furniture, STEM/Science, Site Furniture, Special Needs Equipment, Soft Seating, Storage, and Tables Please refer to Attachment 9 - Product Source Guide for an overview of our diverse offering.	*

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

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

Line Item	Category or Type	Offered *	Comments	
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
76	Cubicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
77	Patio or outdoor	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
79	Casegoods	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
80	Residential hall furnishings	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes.	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	These services may be offered for qualified opportunities, quoted on a per project basis.	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	These categories are offered and available to all participating agencies.	*

**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](#) - Attachment 8a and 8b - Staples Price Files.zip - Thursday September 14, 2023 12:39:11
  - [Financial Strength and Stability](#) - Attachment 1 - Staples Bank and Trade References.pdf - Thursday September 14, 2023 07:23:45
  - [Marketing Plan/Samples](#) - Attachment 3 - Sourcewell Marketing Plan.pdf - Thursday September 14, 2023 12:53:50
  - [WMBE/MBE/SBE or Related Certificates](#) - Staples Diversity Programs.pdf - Thursday September 14, 2023 10:04:40
  - [Warranty Information](#) - Attachment 6 - Manufacturer Warranties.pdf - Thursday September 14, 2023 07:48:29
  - [Standard Transaction Document Samples](#) - Attachment 7 - Sample Agreements.pdf - Thursday September 14, 2023 07:24:25
  - [Requested Exceptions](#) - Attachment 10 - Staples Exceptions.pdf - Thursday September 14, 2023 12:44:28
  - [Upload Additional Document](#) - Staples Additional Documents.zip - Thursday September 14, 2023 12:45:36

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Furniture_Solutions_RFP_091423</b> Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Furniture_Solutions_RFP_091423</b> Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
<b>Addendum_2_Furniture_Solutions_RFP_091423</b> Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Furniture_Solutions_RFP_091423</b> Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2