



Solicitation Number: RFP#121919

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective on April 10, 2020.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 18, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. **WARRANTY.** Vendor warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Vendor will pass through all manufacturers' warranties to Member (copies of such manufacturer warranties provided upon request). 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. Vendor 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. Vendor warrants that for a period of one year from performance installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Vendor and Member. Notwithstanding anything to the contrary, Vendor 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. VENDOR DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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

3. PRICING

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

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

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and

Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

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

Staples may in its discretion offer to Members a mix of FOB Factory Freight / FOB Destination delivery terms for individual items in a given order. FOB Factory Freight - actual freight charges are applied to an order as a separate line charge. Freight quotes are provided upon request. Customer 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. FOB Destination (Tailgate Dock Delivered) - Pricing includes freight. Customer 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.

Notwithstanding anything to the contrary freight claims shall be handled by the Member in accordance with applicable law including for the avoidance of doubt the Carmack Amendment to the Interstate Commerce Act of 1877.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

Vendor 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 Members at time of purchase may increase or decrease as manufacturer list price changes.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

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

Notwithstanding anything to the contrary, a Member's participation hereunder, including for the avoidance of doubt, an extension of credit hereunder is contingent upon Member's satisfaction of Vendor's standard credit requirements. Vendor also reserves the right to refuse sales of Products to Members reselling such Products.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);

- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

For purposes of calculating any administrative fee pursuant to this Contract, such administrative fee shall be calculated as a percentage of "Net Sales" defined as follows: the gross sales price of the Products, Equipment, and Services less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections, and returns to the extent credit is given or paid, and also excluding purchases made via (i) staples.com or (ii) any Staples retail channel without a convenience and/or registered procurement card.

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. This Section shall not apply to Vendor's delivery, installation, design, repair, or refurbishment obligations hereunder which Vendor may subcontract to reasonably qualified third parties.

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract. Any use by Sourcewell of Vendor's trademarks logos or other intellectual property shall be subject to Vendor's prior written consent.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000

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

B. **CERTIFICATES OF INSURANCE.** Upon commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

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

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

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required insurance maintained by the Vendor.

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 3/9/2020 | 9:11 PM CDT

Staples Contract & Commercial LLC
DocuSigned by:
Joanne Harris
By: _____
4871E6FEB760485...
Joanne Harris
Title: Chief Commercial Officer Staples
Date: 3/5/2020 | 5:32 PM CST

Approved:
DocuSigned by:
Chad Coauette
By: _____
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/9/2020 | 9:15 PM CDT

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Staples Contract & Commercial LLC

Does your company conduct business under any other name? If yes, please state: See Staples W-9 for list of company names

Address: 500 Staples Drive
Framingham, MA 01702

Contact: Don Hasch

Email: don.hasch@staples.com

Phone: 714-868-4274

HST#: 04-2896127

Submission Details

Created On: Monday November 04, 2019 11:53:03

Submitted On: Thursday December 19, 2019 15:03:38

Submitted By: Don Hasch

Email: don.hasch@staples.com

Transaction #: 4f67076b-e1c2-4be1-9eeb-6fef4ea930fc

Submitter's IP Address: 75.58.40.70

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Staples Contract & Commercial LLC (Staples)
2	Proposer Address:	500 Staples Drive, Framingham, MA 01702
3	Proposer website address:	www.StaplesAdvantage.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Joanne Harris Chief Commercial Officer, Staples 500 Staples Drive, Framingham, MA 01702 Email: joanne.harris@staples.com Phone: (508) 253-5000
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Hasch Senior Manager - SLED Team (State, Local, and Education) 16501 Trojan Way, La Mirada, CA 90638 Email: don.hasch@staples.com Phone: (714) 868-4274
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Volner National Bus Dev Director, Furniture - SLED Team (State, Local, and Education) 123 Indian Hills Lane, Circle Pines, MN 55014 Email: karen.volner@staples.com Phone: (612) 239-5943 Jeremy Landis AVP Vertical Markets 1945 Old Gallows Rd, Suite 200, Vienna, VA 22182 Email: jeremy.landis@staples.com Phone: (571) 581-3829 Kerry Anne Carter VP/GM Furniture 500 Staples Drive, Framingham, MA 01702 Email: kerryanne.carter@staples.com Phone: (617) 584-2977

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Staples, The Worklife Fulfillment Company, has 33 years of expertise helping organizations of all sizes be more productive, connected and inspired — however and wherever they work today. With dedicated account teams, category professionals, innovative brands and a curated assortment for business, Staples provides customized solutions to help organizations achieve their goals. Headquartered near Boston, Staples operates in North America.</p> <p>Staples has been in the business of supporting the day-to-day furniture needs of our customers since 1986. Since that time, Staples has significantly increased its furniture product offerings through strategic business acquisitions. Our furniture solutions division was born out of Staples' acquisition of Corporate Express in 2008.</p> <p>As the pioneer of office solutions, Staples knows work is more than a job. It is a sense of purpose and fulfillment that defines us. As "The Worklife Fulfillment Company", we have programs that fit every size organization, from a one-person office to the Fortune 100 organization, across all industries, including academic institutions, healthcare, state and federal governments. We're here to help with products, services and solutions, combined with our expertise, best-in-class national distribution, customer service, competitive pricing and state-of-the-art e-commerce site.</p> <p>WORKLIFE PRODUCTS & SOLUTIONS</p> <p>Our products, services and technology are thoughtfully designed and sourced for the way you work and live. We'll help you and your teams with Worklife:</p> <ul style="list-style-type: none"> • Productivity – Helping customers and their teams do more. • Connectivity – Building better communication and ways of working. • Inspiration – Inciting creative thinking through spaces that feel good. <p>YOU CAN COUNT ON US</p> <ul style="list-style-type: none"> • Reliable financial stability allows us to continually evolve to meet the needs of our customers, as a strong stable supplier. • Community involvement with 42,000 associates across the U.S. who live and work where your Members do. • Eco-responsible business partner to help customers boost everyday sustainability.
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Staples will help Sourcewell participating Members 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.</p> <p>Here's how our program benefits Sourcewell participating Members:</p> <ul style="list-style-type: none"> • On-site assessment and project management from start to finish • Design services to help you develop a workplace that reflects your culture, supports your needs and meets your budget • Wide selection of furniture from key suppliers who provide the quality and durability required for public sector organizations • Furniture standards programs to help maintain consistency within your organization, leverage price savings and ensure compliance across your locations • Full service including delivery and installation of product by factory-certified teams • Post-sale service and support to maintain the value of your furniture investment • Streamlined procurement platform that supports a single-source, multi-vendor solution to reduce costs and drive order accountability <p>FURNITURE PRODUCTS FOR YOUR EVERYDAY NEEDS</p> <p>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:</p> <ul style="list-style-type: none"> • A wide selection of seating, freestanding desk systems, panel systems, file cabinets, carts and conference tables from the top furniture manufacturers such as Allsteel™, HON®, National, Gunlocke and Global®, Alumni, Diversified Woodcrafts • 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 ergonomic seating, wrist rests, keyboard trays, etc. • Industry-specific solutions (education, federal government, healthcare and more) <p>INTERIOR DESIGN & PROJECT MANAGEMENT TEAMS</p> <p>No matter the size of your project, participating Members 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:</p> <ul style="list-style-type: none"> • Project Manager - Serves as the Member'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 • 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 • 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

		<p>or perform custom on-site setup</p> <p>K-12 OFFERING</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>The mix of product offered in our response supports expansion of furniture currently in place in the installed base as well as progressive product solutions to meet tomorrow's needs.</p> <p>K-12 DESIGN</p> <p>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 your project goals are captured in the design elements and reflected in the completed project plan.</p>	
9	What are your company's expectations in the event of an award?	Our expectation is to build on our already strong and dynamic partnership; to continue and to drive tremendous value, efficiencies and savings to existing and future Sourcewell Members. Our hope would be that many more Sourcewell Members will join the existing thousands of participating Members currently enjoying the numerous benefits that our Sourcewell awarded contracts offer. Our goal is to enhance our value in becoming a true sustainable resource for your Members, providing industry intelligence, advice and research collateral to further supplement the products/services we have offered in the past. Our expectation is to continue the trend of exponential sales growth year over year as we have experienced as a contract award holder for the past 15 years.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples became a private company in 2017 and no longer publicly reports our financial information. Staples can provide limited financial information directly to Dr. Chad Coquette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. If provided, please note that our financial information would be considered Trade Secret. Staples represents that it has the financial resources available to perform its obligations under an agreement reached between Staples and Sourcewell participating Members. Please see Attachment 1 for Staples' Bank and Trade References.	*
11	What is your US market share for the solutions that you are proposing?	Staples' leading financial position allows the company to invest in its business, expand its products and services, and provide customers with the confidence of working with a strong and stable supplier. While there is no universal consensus as to its size, the commercial furniture market totals more than \$14 billion in the United States*. 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 December 2, 2019): The aforementioned market size estimate has been developed by IHS Markit utilizing various government data sources. Please note that the market size value varies by source. Staples' response to question 11 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.	*
12	What is your Canadian market share, if any?	Staples has not included Canada in our response to this request for proposal.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never been the subject of a bankruptcy action.	*

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Staples is best described as a 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.</p> <p>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.</p> <p>Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to the Staples/Sourcewell contract.</p>	*
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law.</p> <p>The following are the functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP:</p> <ul style="list-style-type: none"> • 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 Members. The Staples team incorporates two-man furniture trucks specifically dedicated for the special delivery/handling needs of furniture items. When applicable, we also access our standard delivery fleet for small items that require standard delivery service. • Installation/Repair: At Staples we complete most service work with Staples associates. During peak business conditions, however, we supplement our workforce in order to meet the schedule demands of our customers utilizing our network of over 100 third-party contracted partners. • Diversity One Program: Staples also has established strategic alliances with highly respected diverse and small business suppliers who have extensive experience serving the public sector and large institutional customers. <p>We will be happy to share additional information with Sourcewell upon request.</p>	*
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>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.</p>	*
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Examples of subcategories included in our offering are:</p> <p>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</p> <p>Please refer to Attachment 3 where we provide a "Product Source Guide" for an overview of our diverse offering. In addition, a "Not to Exceed Service Rate Schedule" is also provided to offer transparent service pricing for budgeting and audit purposes. The chart provides a quick overview of just some of the services we provide.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Thanks to the collaborative effort of our leadership team and our associates around the world, Staples continuously receives awards and accolades for our service and corporate responsibility.</p> <p>COMPANY RANKINGS</p> <ul style="list-style-type: none"> • #20 on Forbes America's Largest Private Companies list for 2018 • #4 on Modern Distribution Management's Top Jan/San Distributors list for 2018 • #2 on Advertising Specialty Institute's Top 40 Promotional Products Distributors list for 2019 • #63 on National Retail Federation's Top 100 Retailers list for 2019 <p>ENVIRONMENTAL AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • Awarded U.S. EPA's ENERGY STAR Partner of the Year-Sustained Excellence in 2019 for the 10th year • S&P Global Platts Grid Edge Award Finalist 2018 • Ranked #13 among retailers on the 2018 Green Power Top Partnership list from the U.S. EPA • S&P Global Platts Corporate Social Responsibility Award Winner 2017 • Selected as component of the Dow Jones Sustainability Indices in 2017 for the 14th consecutive year • Received the 2016 Alliance to Save Energy's Built Environment Star of Energy Efficiency Award for our commitment to reducing energy consumption and improving efficiency in stores <p>DIVERSITY AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • Lesa Rivers, Director of Supplier Diversity, nominated as one of 2014's Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine • Named one of the 2018 Best Places to Work for LGBTQ Equality by the Human Rights Campaign for eight consecutive years <p>SUPPLIER AWARDS</p> <ul style="list-style-type: none"> • NJPA (Sourcewell) Legacy Award (2015) • HP U.S. Partner to Watch (2017) • HP U.S. Supplies Partner of the Year (2017) • CBRE Supplier of the Year (2017)
19	What percentage of your sales are to the governmental sector in the past three years	<p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$16M in governmental furniture under our Sourcewell awarded contracts in 2018.</p> <p>Staples' response to question 19 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
20	What percentage of your sales are to the education sector in the past three years	<p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$21M in educational furniture under our Sourcewell contracts in 2018.</p> <p>Staples' response to question 20 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples holds the following state and cooperative contracts specifically for furniture:</p> <ul style="list-style-type: none"> • Commonwealth of Massachusetts • Sourcewell • BuyQ <p>Staples considers corporate financial information to be proprietary.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> • 47QSEA19D008T – Schedule 75: Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) • GS-07F-035BA – Schedule 73: Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services • GS-28F-018AA – Schedule 71: Furniture • GS-03F-051GA – Schedule 78: Sports, Promotional, Outdoor, Recreation, Trophies and Signs <p>Staples considers corporate financial information to be proprietary.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Highland Park Independent School District	Ed Levine	(214) 780-3056	*
Texas A&M – College Station	Lea Ann Westmoreland	(979) 458-9999	*
St. Louis Park School District 283	Tom Bravo	(952) 928-6004	*
Staples response to question 23 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.	N/A	N/A	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Anoka Hennepin Independent School District	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	*
Chicago Public Schools	Education	Illinois - IL	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	*
Highland Park Independent School District	Education	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	*
Prosper Independent School District	Education	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	*
City of Memphis	Government	Tennessee - TN	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 Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>In addition to the more than 1,000 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"> • 109 Furniture Account Executives • 54 Furniture Account Consultants • 48 Furniture Project Managers • 71 Interior Designers • 38 Project Coordinators • 116 Sales Leaders • 1 Vertical Market Director • 28 Order Administrators • 250+ Associates providing delivery/installation functions <p>Staples is committed to providing the best experience for your participating Members by:</p> <ul style="list-style-type: none"> • Offering participating Members enhanced solutions to everyday problems • Providing quality end-to-end services including product specification, design (Creative and CAD), project management, delivery assembly and installation through punch list resolution • Establishing a consistent voice and experience for your participating Members • Dedicated subject matter experts monitor changes in this unique vertical space to include new product introductions, finish applications and generation workplace trends to ensure that participating Members are provided the most up to date product and service solutions available. Training on new products and applications transcend to our internal sales and support personnel via monthly marketing updates • Standardizing processes, practices, procedures and metrics • Surveying the customer experience, using this feedback to continuously improve customer interactions <p>Please see Attachment 4 for Staples' Sales Office and Showroom Locations. Please also see Attachment 5 for Staples SLED Team Org Chart.</p>
26	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 county 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 dealer/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 Member with reference made to the Staples/Sourcewell contract. Please see Attachment 6 for details about our Supply Chain Model.</p>

27	Service force.	<p>Staples offers the following services:</p> <p>DELIVERY</p> <ul style="list-style-type: none"> • Trained, professional associates • Delivery, set in place, trash removal included • 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>INSTALLATION</p> <ul style="list-style-type: none"> • Installation will follow the guidelines set forth by the participating Member and will be performed by professionally trained personnel familiar with the Member's facilities and local trade jurisdictions • Critical dimensions will be field verified • Voice/data cable installations will be coordinated • 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 Member or their designated authority • Punch lists will be performed on an expedited basis; with most issues resolved within 24 hours or within 24 hours of receipt of parts required <p>SPECIFICATION SERVICES</p> <ul style="list-style-type: none"> • Understanding Members' objectives and goals and then translating them into the appropriate service solution • Installation plan provided • Installation plans translate specifications to be implemented on the job site • Unless otherwise specified, installation drawings will be executed in 1/4" scale using AutoCAD software <p>CLEANING</p> <ul style="list-style-type: none"> • Cleaning method used is a "vacuum recovery" system that reduces drying time and is environmentally friendly • Work is typically done after normal working hours • Pricing is based on workstation sizes <p>FABRIC PROTECTION</p> <ul style="list-style-type: none"> • Fabric Protection with stain retardant in compliance with state and local EPA and OSHA requirements. • This service is also available with any re-upholstery work <p>PANEL RESURFACING</p> <ul style="list-style-type: none"> • Resurface fabric panels in strict adherence manufacturer specifications • Pricing is predicated on panel size • The cost of fabric, disassembly and reassembly is quoted separately <p>CONTENT BOX MOVES</p> <ul style="list-style-type: none"> • Provide move management service for box/content moves • Move items to new location • We tag, pack, move and unpack <p>ASSET MANAGEMENT</p> <ul style="list-style-type: none"> • Our Snap-Tracker asset management technology is interactive, with an automated inventory program that tracks and reports on the activity of managed assets • Price includes the barcode label and any standard reporting • The labor to receive, ship, move and store assets is quoted separately <p>STORAGE</p> <ul style="list-style-type: none"> • We provide warehouse storage space • Additionally, we may coordinate furniture storage in the participating Members' facility upon request
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 5:00 p.m. local time, anywhere in the U.S. Our Customer Service organization consists of four call centers, located in Englewood, New Jersey; Rochester, New York; Aurora, Colorado; and Halifax, Nova Scotia. These call centers employ more than 500 customer service call center associates.</p> <p>Key differentiators that result in higher satisfaction for Sourcewell and its participating Members include:</p> <ul style="list-style-type: none"> • A One & Done service commitment – Our associates are empowered and trained to resolve most issues upon first contact, without having to transfer Members to another person. On average, we resolve close to 90% of the most common issues upon first contact. • A direct connection to a live customer service representative. • Proactive notification and alerts if deliveries are expected to be delayed for some reason. • A knowledgeable, highly-trained customer service team – With an average tenure of five years with Staples, our associates 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. • In-house support team – Unlike some suppliers who outsource their call center operations, our customer service call centers are staffed with Staples associates, which results in a more consistent customer service experience for Sourcewell and its participating Members.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our proposal includes service to all geographic areas in the continental U.S. Staples is not including Canada in the scope of our proposal. We currently do not offer furniture distribution with our full service offering in Hawaii and in U.S. territories.	*
30	Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	If re-awarded the furniture agreement with Sourcwell, Staples will continue its established efforts to promote the Sourcwell furniture agreement in compliance with Staples' contractual obligations and the suitability of the Sourcwell furniture agreement for the applicable prospect/customer.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Staples currently does not offer furniture distribution with its full service offering to Hawaii and U.S. territories. Staples does provide most services to Alaska but shipping and return lead times do vary from our standard distribution terms.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Staples' strategy for the national promotion of the Sourcwell 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. At Staples we have adopted a total team approach to support Sourcwell Members. 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> <ul style="list-style-type: none"> • Business Development - prospecting and acquisition process <ul style="list-style-type: none"> o Continue to focus efforts on acquisition of participating Members in the public sector through the Sourcwell contract o Leverage the unique skills and strengths of our mid-market teams for small and medium sized Members and our enterprise teams for larger more complex Members • New Account Management - new account implementation and ramp <ul style="list-style-type: none"> o Implement accounts with specificity, efficiency and speed o Comprehensive program training • Existing Account Management - existing account communication and penetration <ul style="list-style-type: none"> o The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction • Ongoing Internal Training and Education <ul style="list-style-type: none"> o Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce <p>It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcwell contract through the acquisition and implementation of new participating Members and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Attachment 7 – Sourcwell Marketing Plan.</p> <p>We have also included representative samples of some of the marketing materials we make available to your participating Members. Actual examples can be provided upon request.</p> <p>The plan:</p> <ul style="list-style-type: none"> • Is a complete lifecycle of internal and external tools that ensures contract promotion through proven best-practices and constant innovation • Relies on the committed resources of the entire Staples organization, supported by our senior management team • Utilizes a full range of tools and technology including, but not limited to: <ul style="list-style-type: none"> o Online and in-person training tools and techniques o Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization. o Internal instructional website presence for sales education o Public-facing website presence for current and prospective Sourcwell participating Members 	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As detailed in Attachment 7, 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 Members. Our marketing plan promotes awareness of the Sourcewell Furniture contract to your Members utilizing our marketing technology and ecommerce platform StaplesAdvantage.com</p> <p>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"> • Overall Program Highlights • Furniture Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Sourcewell • Link to www.StaplesAdvantage.com/Sourcewell for more information 	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through:</p> <ul style="list-style-type: none"> • The ongoing collaboration between Sourcewell and Staples that allows for the optimization of identifying, soliciting and acquiring participating Members and contract participants. • The regular communication of industry and public procurement conditions that will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. • The identification and creation of opportunities that allow Staples to provide Sourcewell participating Members its entire scope of products and services. While providing an increasingly attractive value proposition for prospective Members and a compelling source of value for participating Members. • Assistance in identifying Sourcewell participating Members to provide account of their contract success, these successes would in turn be used to acquire new participating Members to the Sourcewell/Staples contract. • The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. • Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success. 	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Given the highly customized nature of furniture orders, the furniture procurement process consists of sourcing directly from the manufacturer. This affords your participating Members' maximum choice of options and best purchase value.</p> <p>Staples, in limited circumstances and when appropriate, may individually adapt to e-procurement requirements including but not limited to Ariba, Oracle and SciQuest. 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>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Staples strives to exceed participating Members' expectations at move-in and have our products continue to support good ergonomic habits over time. To that end, we provide online instructions for seating and two courses on ergonomics in the office. The fundamental course can be taught on-site to participating Members and their associates to explain proper principles of office workstation setup and posture. The second, more advanced course, is intended for your ergonomics and safety teams, and other appropriate managers. Structured to be more interactive, the material covers how to support the ever-changing needs of the workforce.</p> <p>We can also provide "Train the Trainer" sessions to review ergonomic principles and assessment checklists with participating Members' health and safety specialists. This training offers an in-depth review of how to help employees with posture and setup, practices to adjust their workstations, discussion of strategies for corrective action and follow-up. Staples can reinforce the learning by jointly performing assessments in real time for particularly high-risk postures, setups and recommend changes.</p> <p>To create more value at Member events, we have sponsored seminar events and CEU accredited courses. Manufacturer provided training is available for Lunch & Learn sessions. Information webinars are also available to show integrated solutions and industry trends for procurement and facility professionals.</p> <p>Sessions can be customized at the request of your participating Members to address subject matter specific to their needs. Topics range from health and safe environments, transition planning, furniture/design solutions to support flipped classroom/learning styles and other teaching trends, designing for safety, securing LEED/Level One-Level Two certifications to name a few.</p> <p>ENVIRONMENTAL CAMPAIGNS/TRAINING</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"> • Quantify sustainable accomplishments • Implement programs that drive sustainable buying patterns • Create a "3 E" program complimenting your initiatives – Ecology, Economy and Education • Design sustainability surveys for associates • Staples employs NICDQ licensed and LEED certified staff to assist and support green initiatives. • Organize additional efforts such as compost programs, tree plantings, energy consults and more <p>The training described above is available and optional based on individual participating Members' needs.</p> <p>A Vendor Directory includes weblinks for all suppliers listed. These supplier websites provide a wealth of product and industry intelligence that be accessed at your participating Members' convenience. Data contained incorporates industry trends, white papers, color/finish trends, health and safety data as well as guidelines for appropriate product selection.</p>
37	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. We will continue to pursue and invest in communication linkage to customize data flow at the request of our valued customers.</p> <p>COMMERCIAL FURNITURE SOFTWARE (CFS)</p> <p>Our proprietary operating system, Commercial Furniture Software (CFS), is solely owned and operated by Staples. In addition to the software platform, the developers and system designers are Staples' employees which ensures that the system remains current, relevant and development is ongoing.</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 Member 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 Member 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 edit 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>KITS COLLABORATOR</p> <p>Our latest technology investment includes visualization software that allows our designers and project managers to bring space visualization to the field. Please see Attachment 8 for an overview of Kits Mobile.</p>

38

Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

Staples understands the value of sustainability. Not only have we established sustainable practices for our organization, we continually strive to offer our customers environmentally preferable solutions. Through strong relationships with our vendor partners, Staples provides participating Members with a wide selection of products and services to help achieve your sustainability objectives.

ENVIRONMENTALLY PREFERABLE FURNITURE

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.

Staples will work participating Members to identify when environmentally preferable products that meet their needs are available.

MANUFACTURER ATTRIBUTES

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 9 for Manufacturer Green Certifications.

MANUFACTURER PACKAGING

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: Again, details are available at each manufacturer's website.

- Recycled Packaging – Post-consumer recycled content
- Recyclable – Corrugated cardboard is recyclable everywhere
- Reusable – Reusable shipping blankets, shipping crates and wooden pallets
- Non-Toxic – Minimal printing on the boxes with minimal adhesives

SERVICE OFFERING

Staples is a full-service furniture solution for participating Members. Our internal experts may help maximize their sustainability goals in the workplace from project inception to end-of-life services.

- Furniture Reuse and Recycling – Staples offers solutions for recycling, decommissioning and donating office furniture. Participating Members can also take advantage of remanufacturing options to refresh existing assets. Our experts may help you 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 Members 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 Solutions offering provides Members 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 Members' goals and our Field Marketing personnel may help promote it to their employees. Our sustainability programs can help participating Members:

- Procure a high percentage of eco-responsible products that also meet their budget
- Track green procurement progress and benchmark against peers with our industry-leading environmental reporting
- Design and install sustainable furnishings that meet LEED and other green building standards and support a healthy, productive workplace
- 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 also deeply committed to reducing our environmental impacts. In addition to reducing impacts within our operations, we actively collaborate with stakeholders and cross-sector groups to advance industry efforts on topics like sustainable forestry.

Recent recognition for our sustainability programs includes:

- Recipient of ENERGY STAR Partner of the Year and/or Sustained Excellence awards for 9 consecutive years
- EPA's 2018 and 2017 Sustainable Materials Management Electronics Challenge Gold Tier Award for advancing responsible recycling of electronics
- Recipient of Leadership Award from the FSC for our work to promote FSC-certified

		<p>products and raise awareness of the value of FSC certification with our customers Staples previous sustainability awards include:</p> <ul style="list-style-type: none"> • Stars of Energy Efficiency Built Environment award from the Alliance to Save Energy for our commitment to energy reduction and efficiency • SupplyChainBrain Supply Chain Innovation Award • Worldstar Gold Award for Sustainability from the World Packaging Organization • EPA's Safer Choice Partner of the Year award for supporting safer and healthier cleaning products and advancing green chemistry <p>Moving forward, Staples continues to make progress towards lofty environmental change. In 2010, we established goals to reach by the end of 2020. These goals span several areas of our sustainability programs and we track performance against these goals regularly.</p>
39	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>ENVIRONMENTAL CERTIFICATIONS ENERGY STAR® CERTIFICATION To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by the end of 2020. At the end of 2018, 51% of our active facilities were ENERGY STAR certified, reaching our goal ahead of schedule. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples has received the EPA's ENERGY STAR Partner of the Year Award for 9 consecutive years.</p> <p>ENVIRONMENTAL PRODUCT CERTIFICATIONS Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. Some examples include:</p> <ul style="list-style-type: none"> • ENERGY STAR and EPEAT qualified technology • FSC certified, recycled and alternative fiber-based papers • Green Seal™, UL EcoLogo, and U.S. EPA Safer Choice certified cleaners • AP non-toxic certified writing instruments and art supplies • GREENGUARD, Indoor Advantage and LEVEL-certified furniture <p>ENVIRONMENTAL PARTNERSHIPS & AFFILIATIONS</p> <ul style="list-style-type: none"> • Sustainable Purchasing Leadership Council (SPLC) – This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • U.S. EPA WasteWise Partner – This voluntary program focuses on helping organizations eliminate waste and increase recycling rates across their operations; Staples joined in 2005. The program has helped us measure and set goals for waste reduction and recycling internally. • U.S. EPA Sustainable Materials Management Electronics Challenge Partner – This voluntary program works to increase the number of electronic devices collected and safely recycled in the U.S. Staples was the first retailer to offer a national office technology-recycling program. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Rainforest Alliance Appalachian Woodlands Alliance (AWA) – We have been working with Rainforest Alliance and several other brands as part of the AWA for several years to explore and test new models for advancing responsible forestry practices in the southeastern U.S. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.

40	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 and its participating Members' 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 highly respected and experienced diverse and small business suppliers. Using a rigorous supplier qualification process, our Diversity One program connects participating Members with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required.</p> <p>We find successful, independently owned and credible diverse companies and help them grow their businesses, create jobs and expand their offerings. Staples provides our Diversity One suppliers with extensive coaching and mentoring to build capacity within their organizations.</p> <p>Staples has partnered with Neutral Posture, a certified woman-owned business based out of Bryan, Texas. Please see Attachment 10 for their MBE certification.</p> <p>DIVERSITY TWO PROGRAM</p> <p>With this program, participating Members can access a wide selection of high quality, cost-effective products manufactured by diverse and small business suppliers. Participating Members can benefit from:</p> <ul style="list-style-type: none"> • A wide selection of high-quality products easily identified by MBE and WBE symbols • Products across every category — business essentials, furniture solutions, facility solutions and technology solutions • Detailed reporting and tracking of their diverse product spend • Expert, consultative support from their Staples Account Manager, who will identify opportunities to utilize these product groups and report on the Member's progress <p>Please note that Staples reserves the right to implement a pricing upcharge (up to 4%) when setting up a Tier One program for any participating Member.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>As a Staples customer, participating Members 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 Members' furniture programs. Sourcewell participating Members will continue to benefit from our full-service approach, with the following elements integrated into a cohesive, cost-reducing procurement program.</p> <ul style="list-style-type: none"> • National capabilities that offer consistent service and support to Sourcewell participating Members across the U.S. (Intra-Service Network vs. Inter-market Alignment) • Proprietary Furniture Operating System that is the standard for all locations nationwide, standard design/CAD software platforms. • Documented processes and protocols for order management, project coordination/management ensure optimum quality standards for every participating Member, regardless of location • A comprehensive program built around a "lowest total delivered cost" value model, including continuous benchmarking of your entire program against the industry. • 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. • Quality benchmarks and certification documentation is 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. • Ongoing operational savings driven by our constant investment in the latest procurement and supply chain technologies as well as through partnerships with key manufacturers. • Customized programs to help influence end user purchasing behaviors, resulting in greater ordering and process efficiencies. • Service that exceeds your participating Members' expectations from a dedicated customer service team, local specialized support to include sales and specification, order management and coordination and dedicated furniture operation specialists (delivery, assembly, installation, punch list resolution and warranty support). • Detailed reporting that allows for greater transparency and control of procurement patterns.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>Staples is willing to explore providing goods and services to Sourcewell participating Members located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations.</p>

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 *
43	Do your warranties cover all products, parts, and labor?	<p>For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Warranties apply only if products are used in the way they are intended and within manufacturer specifications.</p> <p>Manufacturer warranties vary by brand. Copies/links are included in our response for your review. Exclusions in some warranty language include but are not limited to:</p> <ul style="list-style-type: none"> • Normal wear and tear over the course of ownership • Modifications or attachments to the product not approved by the manufacturer • Products not installed, used or maintained in accordance with product instructions and warnings • Products used for rental purposes • Damage caused by the carrier in transit, which is handled under separate terms <p>As a dealer/distributor we will work on behalf of your participating Members to ensure that warranties are upheld and that issues are addressed in an expeditious fashion.</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"> • Manufacturer will provide the specialty tools and replacement parts and require the technicians be certified in the specific procedures to correct the problem. • Appropriate documentation will be required by the manufacturer that the product has been repaired in accordance with the specified procedures. • The product will need appropriate identification that it has been repaired. • The service work must be guaranteed by the service provider in accordance with the manufacturer's specifications. <p>WARRANTY ON WORK PERFORMED</p> <p>Staples provides a one (1) year warranty on service and labor. Staples warrants that its performance of work will be free from faulty workmanship. Materials supplied by Staples will be free from defects for the period consistent with the manufacturer's warranty. Any portion of work that fails this warranty will be promptly repaired or replaced by Staples without charge. We provide certified labor and equipment for manufacturer warranty service.</p> <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> <p>To the extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless Supplier for any third party claims, suits, judgments and costs instituted or recovered against Staples for any alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) Buyer's breach of Buyer's warranty related to Buyer Property; or (ii) Supplier's use of Buyer Property in accordance with the specifications provided by Buyer.</p> <p>Please refer to the enclosed Attachment 11 – Manufacturers' Warranty Statements.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Warranties differ by manufacturer. We encourage participating Members to review the terms for each manufacturer as appropriate. A written warranty statement for each manufacturer included in our priced response has been provided.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>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.</p>
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>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.</p>
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.</p>

48	What are your proposed exchange and return programs and policies?	<p>Custom or made to order products, or products sourced specifically for the Member are not eligible for return. 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. 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. Given the stringent internal review process that was completed to support the selection of brands included in this response, our personal experience with the selected manufacturers, we can state with full confidence that all manufacturers included in our response are suitable for educational and public sector environments.</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> <p>IMPORTANT NOTES ABOUT ALL RETURNS</p> <ul style="list-style-type: none"> • Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product. • Notwithstanding anything to the contrary, neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with this contract. The sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product. 	*
49	Describe any service contract options for the items included in your proposal.	<p>Our "Not to Exceed Service Rate Schedule" clearly outlines costs per service for effective budgeting and transparency. When appropriate, service listing is listed when best value requires an audit and review of variables in the service offering. Staples is happy to quote on any service for any project on a case-by-case basis.</p> <p>THE RECYCLING NETWORK</p> <p>Staples also offers a donation solution to our customers through our partnership with IRN – The Recycling Network. IRN takes furnishings that can no longer be used or resold and matches it with U.S. and worldwide charities, helping you while helping others.</p> <ul style="list-style-type: none"> • Cut costs – Donation is one of the lowest-cost options for disposing of furnishings that cannot be sold. • Social impact – Your surplus helps people in need in both the U.S. and overseas. • Environmental footprint – Reuse reduces landfill disposal and conserves resources. • Publicity – Reuse will impact both your organization and the world, so share your story. <p>The process to recycle participating Members' old furnishings for reuse is simple and we'll lead them through it from start to finish. We will work to gather initial information and develop an inventory list, work plan and proposal. We'll create a plan that works for each participating Member.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Staples' standard payment terms are Net 30 days. Each participating Member will remit all invoice payments, including all taxes on its product purchases to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and Member. In the event a participating Member fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Member's location(s) by written notice to such participating Member and to Sourcewell.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Staples is flexible and provides multiple third-party leasing sources, including National Cooperative Leasing, where applicable. We offer leasing options that can be customized for the purposes and needs of your specific participating Members. Lease options can vary in terms, duration and rates – all dependent on the specific requirements of each project. Our broad range of leasing options are flexible and can be tailored by length, acquisition type and amount of your payments to meet your business' needs. Staples will work with your participating Members to help finalize the option that best suits their needs.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Our customer support teams use state-of-the-art order and logistics management software to centralize the many moving parts of participating Member's projects 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, delivery tracking and expediting of order. 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). We have found that the electronic transfer of order details has significantly reduced the incidence of human error. Staples functions as our own dealer distribution network partnering with key manufacturers, suppliers and affiliates as an extension to our sales/support service offering. Staples is a single source/multi-vendor provider utilizing best practice processes through a unique intra-Market support network. Direct supplier/manufacturer-awarded agreements rely on an inter-Market service network that relies on multiple dealers to support a nationwide customer base. This results in mixed performance metrics, service levels and scope of services.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may also be used at the time of purchase.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
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54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our response features a list less discount for manufacturers for their full line or subdivided by product category or series for best value. The offer is tiered to provide discounts by order volume to support small orders and large project opportunities – the larger the order volume by brand – the deeper the discount. The matrix schedule allows for additional savings to participating Members when they can consolidate product purchases within a single brand offering. Our professional sales staff is ready and available to help advise participating Members for best value without compromising best product solutions.</p> <p>A product source guide is provided to assist end users with scope of product offered by brand to support consolidated spend efforts for best price options. Each manufacturer entry includes a discount schedule, a reference to products supplied per brand (yellow box entries) and the freight terms associated with each supplier. A “Not to Exceed Service Rate Schedule” is provided to eliminate any back-end surprises while providing participating Members a la carte access to the specific services they require per project.</p> <p>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. Part of the value proposition Staples provides is product specification and support. Extra savings can be realized by effectively consolidating purchases within a brand to realize the maximum discount tier by supplier. Our furniture sales professional will assist your participating Members with product selections for best purchase value. Our ability to advise customers and coach them on the benefits of this pricing format can yield additional savings that evident at first glance. (Copies and/or links to current List Prices for each manufacturer included in our line listing are provided with this response).</p>
55	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.	Staples' proposed pricing structure is based on a percentage discount from list as described in question 54 and illustrated in Attachment 3 - Sourcewell Product Source Guide & Pricing Schedule.
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Staples will pay each participating Sourcewell Member an annual volume rebate of such member's Net Sales pursuant to this agreement (manufacturer direct furniture sales) annually based on an annual period of July 1 through June 30th , to be paid within forty-five (45) calendar days after each annual period ending June 30th, calculated as follows or as otherwise agreed to in writing by Staples and the member (“Volume Rebate”):</p> <ul style="list-style-type: none"> • Net Sales of \$0.00 - \$75,000.00 = 0% Volume Rebate • Net Sales of \$75,000.01 - \$150,000.00 = 1% Volume Rebate • Net Sales of \$150,000.01 - \$300,000.00 = 2% Volume Rebate • Net Sales of \$300,000.01 - \$500,000.00 = 3% Volume Rebate • Net Sales of \$500,000.01 - \$750,000.00 = 4% Volume Rebate • Net Sales of \$750,000.01 or more = 5% Volume Rebate <p>The proposed rebate structure will apply to Project Furniture orders and related services only. Please note that Project Furniture orders are defined as orders placed through your Staples representative using a purchase order for manufacturer-sourced product. Rebates will not apply to products ordered via StaplesAdvantage.com or to products with an assigned Staples SKU.</p> <p>Payment of all Volume Rebates paid hereunder is (i) contingent upon the member paying all invoices within the payment terms specified in the contract; and (ii) based on the individual Member's aggregate annual Net Sales and is payable back to dollar one.</p> <p>“Net Sales” - Net Sales will be defined as the gross sales price of the applicable products and services sold under this contract, less taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid and also excluding purchases made via staples.com, or any Staples retail channel.</p>
57	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 Members.</p> <p>The prices for Sourced Goods shall be established between Staples and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the participating Member.</p>

58	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.	Our "Not to Exceed Service Rate Schedule" clearly outlines costs per service for effective budgeting and transparency. When appropriate, service listing are listed when best value requires an audit and review of variables in the service offering. Staples is happy to quote on any service for any project on a case-by-case basis. The service chart affords your participating Members to select services on an a la carte basis as needed. Our process and offer guarantees best product purchase price in lieu of any loads for anticipated service needs.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Staples proposes two delivery terms, which are reflected in its pricing proposal: • FOB Factory Freight: Actual freight charges are applied to an order as a separate line charge. Freight quotes are provided upon request. Member 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. • FOB Destination (Tailgate Dock Delivered): Pricing includes freight. Member 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. Staples may, in its discretion, offer to participating Members 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 Member in accordance with applicable law.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Staples currently does not offer furniture distribution with its full service offering to Hawaii and U.S. territories. Staples does provide most services to Alaska but shipping and return lead times do vary from our standard distribution terms.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Staples schedules furniture deliveries for each purchase order received. For large projects, installation dates and project milestones are determined in advance to accommodate the participating Member'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. Deliveries will be scheduled with the participating Member 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 Member to meet their delivery needs. Additional charges may apply. We can also accommodate multi-site deliveries as well as single truck delivery. Our furniture delivery scheduling is included in our project management services. Charges may apply to multi-site deliveries within a single order. Our professional installation team works to ensure furniture is delivered and installed on time and provide customized on-site setup.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	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 *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcewell and its participating Members. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis, usually bi-weekly and/or monthly, and compare it to the contract pricing requirements. This further guarantees that your participating Members 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.
64	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 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating members under the contract, geographic distribution of participating members, sales and number of orders by participating member and year of year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell participating Members for many years, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating Members.
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	Staples engages in due diligence to ensure that our vendor offering provides product and service solutions appropriate for the public sector: <ul style="list-style-type: none"> • Clean Indoor air quality certification • Robust warranties (10 years to Lifetime) • Support for LEED/Level One and Two Sustainability Certification • ANSI/BIFMA Certification • UL Listing Certification where applicable • Fire Code Compliance (Rules and thresholds may vary by location) • Made in USA focus • Sustainability stewardship documentation from every manufacturer • Evidence of R&D investment in support of on-going product development • Monitored field performance – reviewed and rated via Annual Performance Reviews • Good, Better, Best option in every furniture category Vendor certifications and sustainability mission statements can be found in detail at each manufacturer's website. For your convenience our response includes a Vendor Directory (Attachment 12) that provides direct links to each manufacturer's websites and when available, direct catalog links.

67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	The team approach that engages all stakeholders in a project that is provided specific to K-12 Members is followed for other public sector segments. The roles and title change relative to the segment at hand: Finance, IT/Technology, Building & Grounds personnel, HR, Health/Safety Management, Strategic Sourcing Executives are critical to ensure that input from all affected furniture selections are involved in the conversation. Staples has become very adept at addressing needs of varying departments to ensure that all needs are included in the planning process. Please see Attachment 13 – Collaborative Design for details.
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	Staples employs more than 110 Project Managers and Interior Designers, all of whom are highly qualified, credentialed and licensed, as necessary, within the states they support. Our model allows us to build a team that best complements Members' needs and projects. Our interior design process consists of the following stages: <ul style="list-style-type: none"> • Survey & Programming – Establish an understanding of the project scope • Inventory – Incorporate existing furnishings into the design • Creative Design – Employ best practices and the latest techniques for optimum space efficiency • Preliminary Budget – Establish a complete budget for your space, all of which is approved prior to proceeding with the project • Space Planning – Provide a layout showing department and individual relationships, furniture and equipment placement • Specifications – Prepare detailed specifications to include furniture, fabric and finishes, carpet and flooring and wall and window treatments • Finish Schedules – Coordinate the selection of finishes, materials and colors • Procurement – Order furnishings from the manufacturers and coordinate delivery • Installation Inspection – Plan site inspection to ensure correct installation
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	We will work with participating Members on their journey to create a productive, collaborative environment with inspired workspaces through our products, technology, people and services. Staples has been supporting the day-to-day furniture needs of our customers for more than 30 years. Through our specialized Furniture Solutions offering, Staples is committed to helping Sourcewell Members achieve competitive prices for all their furniture needs. Taking an expert, consultative approach, we'll develop a program that offers both immediate and year-over-year cost savings. We offer a proven cost-management approach supported by the following components: STRATEGIC CONSULTATION Our account management team members will serve as dedicated business partners, providing expert consultation to continuously lower participating Members' procurement costs. The team will work with each Member to identify product savings opportunities and to drive cost efficiencies to your procurement processes. Through regular Business Reviews, they will measure and track your program spend and identify further cost improvement opportunities. COMPREHENSIVE PROGRAM ANALYSIS & BENCHMARKING Staples' reporting tools make it easy to measure your quarterly and year-over-year cost savings. We will work with participating Members to define key objectives to measure and present this data during quarterly Business Reviews. DEMAND MANAGEMENT Our account management teams will regularly review Member purchase history to identify opportunities where we can offer better value on the products you use most. Our industry-leading buying power and strong supplier relationships give us the flexibility to find the most cost-effective solutions for their needs. COMPLIANCE SAVINGS One of the easiest ways to manage costs is simply to support compliance to the participating Members' furniture program. Prior to program launch and on an ongoing basis, our Field Marketing team will work with Members to conduct communication campaigns to drive greater awareness and acceptance of your Staples program.
70	Describe how your products are integrated or factor into a LEED certified facility.	Staples carries thousands of LEED eligible products to help you qualify for certification. Staples can provide participating Members with LEED eligible products and reporting. We provide support for the following LEED credits: <ul style="list-style-type: none"> • Energy & Atmosphere (EA1) • Materials & Resources (MR2.2, MR4, MR 5, MR6 & MR7) • Indoor Environmental Quality (EQ4.5, EQ8.1 & EQ8.2) • Innovation & Design (ID) • Regional Priority Credits

71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>As your current strategic contract awarded supplier, Staples has developed a deep understanding of Sourcewell and thousands of your participating Members across the majority of the United States. The strength of our structure and organization allows us to deliver complex factory-sourced projects from both a local and national perspective to Sourcewell Members. Our offering to provide local touch-national reach is unsurpassed in the industry.</p> <p>By choosing Staples, Sourcewell and your participating Members can eliminate the costs and time associated with implementing a program with a new, unproven vendor or maintaining a complex program with multiple vendors for a single product category.</p> <p>BENEFITS OF EXTENDING YOUR NATIONAL FURNITURE PARTNERSHIP WITH STAPLES</p> <p>Staples is not just a furniture supplier, but a partner that has provided a wide array of products as well as value-added services to thousands of Sourcewell participating Members. Our continuous efforts focusing on performance improvement in every facet of our operations will continue to provide a superior procurement experience for your Members. Thanks to our industry-leading purchasing power and wide breadth of value-add services and products, we can offer your participating Members hard and soft cost savings.</p> <p>Some of the advantages we provide Sourcewell's participating Members include:</p> <ul style="list-style-type: none"> • As one of the largest commercial furniture dealers in North America, we provide products and services from both a local and national perspective. • Our dedicated staff of professional project coordinators, project managers, interior designers and furniture logistic and wide array of manufacturers enable us to offer diverse product solutions at varying price points and quality grades. • Our range of experience provides confidence that we can meet the needs of all segments of your Member base to include education (early childhood, K-12, higher education), state and local government, tribal, non-profit entities, for public good organizations, healthcare and all other public sector customers. • A single point of contact for projects of any size versus the use of multiple manufacturers, dealers and contracts • Public Sector subject matter experts supported by specialized and dedicated local sales teams understand the unique procurement needs and operational requirements of the public sector. • The ability to continually drive down supply and process costs. • Trend mapping and research specific to the ever-changing landscape of the education industry to meet and anticipate evolving needs. • Enhanced supplier offerings to provide solutions in multiple product categories. <p>Our long-standing relationship is a terrific example of intense collaboration, successful vendor consolidation and innovation, all which serves to drive costs down through strategic partnering. Simply put, we have the resources, infrastructure, products and knowledge already in place, allowing us to extend our relationship with Sourcewell Members and provide them with a seamless implementation and the quickest access to savings. We bring innovative solutions and superior service to build efficiencies in the workplace. We look forward to the opportunity to build upon our existing partnership and continue working together to exceed Sourcewell's and your participating Members' business needs and goals.</p>
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Attachment 1 - Staples Bank and Trade References.pdf - Thursday December 19, 2019 12:12:18
 - [Marketing Plan/Samples](#) - Attachment 7 - Sourcewell Marketing Plan.pdf - Thursday December 19, 2019 12:12:33
 - [WMBE/MBE/SBE or Related Certificates](#) - Attachment 10 - Neutral Posture Certificaton WBENC-2019.pdf - Thursday December 19, 2019 12:12:43
 - [Warranty Information](#) - Attachment 11 - Manufacturer Warranty Statements.zip - Thursday December 19, 2019 12:35:50
 - [Pricing](#) - Attachment 3 - Sourcewell Product Source Guide & Pricing Schedule_121919.xlsx - Thursday December 19, 2019 12:13:02
 - [Additional Document](#) - Staples Additional Attachments.zip - Thursday December 19, 2019 13:22:48

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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

Yes No

FURNITURE PROGRAM EXHIBIT

This Furniture Program Exhibit ("Program Exhibit") is attached to and made part of the [NAME OF MASTER CONTRACT] dated as of [DATE OF MASTER CONTRACT] ("Master Contract") by and between Staples Contract & Commercial LLC ("Seller") and the entity listed as Buyer below ("Buyer"). Supplemental Commercial Terms applicable only to this Program Exhibit (if any) are stated in Attachment 1. Program Terms and Conditions applicable only to this Program Exhibit are stated in Attachment 2. This Program Exhibit will prevail over any conflicting terms and conditions contained in the Master Contract with respect to Products and Services available hereunder.

TERMS SUMMARY			
Initial Term	Start Date: _____	Payment Terms <i>(from invoice receipt)</i>	30 Days
	End Date: _____	Invoicing Method	Daily or Upon Shipment

CATALOG FURNITURE

Pricing
 Seller will provide the below discounts from current list prices at time of order for the manufacturers below. Discounts off then-current list price will remain fixed during the Initial Term, provided, however, manufacturer price increases will be passed on to Buyer. Seller agrees to provide Buyer with thirty (30) calendar days' notice of any increases. Seller may negotiate custom pricing for certain manufacturers.

Manufacturer	Discount from List Price

Delivery
 Seller offers the delivery options below, subject to Buyer's selection of Catalog furniture products. Seller will endeavor to notify Buyer of any additional charges issued by manufacturers, including without limitation upcharges, surcharges or freight charges. In the event additional charges apply, such charges will be passed on to Buyer and reflected in the overall delivery charge for the applicable product.

Delivery Options	
Standard Delivery	Enhanced Furniture Services
Delivery in a shipping carton to Buyer's loading dock or front door. Product will not be assembled. Delivery typically in less than ten (10) business days, but may be longer based on manufacturer lead times.	A scheduled set up time that is convenient for Buyer. Seller will bring product in, assemble it, put it in the room of Buyer's choice and remove the trash. Service fees apply.

Returns
 Custom or made to order Products, or Products sourced specifically for Buyer, are not eligible for return. Upon approval by Seller, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

PROJECT FURNITURE

Prices for furniture projects will be set forth in Seller's quote on a project-by-project basis. All written quotes for the Products will be governed by the terms and conditions of this Program Exhibit. All charges will be included on the quote for Buyer's approval prior to order entry. The pricing for project Furniture Products will include the development of a layout and one revision to the layout. Any additional revision(s) to the layout will be charged as "Design Services" in accordance with the hourly rate below. If Buyer does not purchase Furniture Products in connection with a project, Buyer will be responsible for all billable hours for services actually incurred.

ADDITIONAL SERVICES

Fees for services are determined on an hourly basis unless otherwise stated. Quote for Additional Services will be mutually approved in writing prior to project implementation. Quoted fees are estimates only and may be revised to reflect agreed-upon changes to a project.

Service	Charge
<i>Design Services (when billable)</i>	\$ _____ per hour
<i>Project Manager (when billable)</i>	\$ _____ per hour
<i>Installation Site Manager</i>	\$ _____ per hour
<i>Installer</i>	\$ _____ per hour
<i>Shift Differential Installation Rate (2nd or 3rd Shift)</i>	\$ _____ per hour
<i>Overtime Installation Rate (Monday through Saturday)</i>	\$ _____ per hour
<i>Overtime Installation Rate (Sundays and Holidays)</i>	\$ _____ per hour
<i>Service Technician (furniture repair not under warranty)</i>	\$ _____ per hour
<i>Warehouse Inventory</i>	\$ _____
<i>Asset Management</i>	\$ _____

SIGNATURES:
SELLER
 Legal Entity: Staples Contract & Commercial LLC
 Name: _____
 Title: _____
 Signed: _____

BUYER
 Legal Entity: _____
 Name: _____
 Title: _____
 Signed: _____

**ATTACHMENT 1
SUPPLEMENTAL COMMERCIAL TERMS**

Effective as of: _____

[Note to Drafter: Use the TEMPLATE OF SUPPLEMENTAL PROVISIONS to insert any rebates, incentives, or other non-standard commercial provisions here. These provisions will apply only to this Program Exhibit.]

Any additional terms or conditions applicable to this Program Exhibit only are set forth in this Attachment 1.

ATTACHMENT 2**PROGRAM TERMS AND CONDITIONS**

1. SCOPE; PRICING. Buyer may purchase the furniture products (“Products”) and related services (“Services”) at the prices set forth in Seller’s written quote or as set forth herein. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes, which are invoiced separately. Purchases are not eligible for rebates or incentives under any other program or agreement with Seller unless specifically stated herein. Seller may reasonably adjust a Product’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters) and to adjust pricing with the impact of tariffs, customs, or duties imposed. Seller will help identify alternative Products to mitigate impact where possible. If Buyer negotiates pricing from manufacturers/suppliers directly, Seller agrees to honor such pricing for the Initial Term, however, Seller may adjust such prices proportionate with any cost increases received. Seller reserves the right not to sell any Product below purchase order cost.

2. DESIGN. Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Seller, and may not be used, reproduced or distributed in whole or in part without Seller’s written consent.

3. SHIPPING. Seller will provide a quote to Buyer with any freight or shipping charges that will be the responsibility of Buyer. Seller will ship F.O.B Destination or bill third party via the carrier of Buyer’s choice if Product is shipped directly to Buyer and Buyer is absorbing the charges for transporting the Products. Seller will enter Buyer’s purchase order number in the customer reference field of the carrier bill of lading. Unless Buyer specifies shipping instructions in writing, shipment and delivery will be made by Seller’s designated carrier, including partial shipments. Title and risk of loss to the Product will pass to Buyer when delivered to Buyer or Buyer’s agent, whichever first occurs. Seller will not be liable for any damage, delay, default, loss or expense occurring during or attributable to transportation by any third-party carrier. Seller is not responsible for delays or defaults caused by others or circumstances beyond its control.

4. DELIVERY; INSTALLATION. For Seller delivery or installation:

A. General: Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Seller-designated holidays). Buyer will pay additional labor costs resulting from overtime work performed at Buyer’s request. Seller will designate the personnel to install the Products. Buyer will be responsible for obtaining proper permits for the installation. If applicable regulations require the use of tradesmen at the site other than Seller-designated personnel, Buyer will pay for any additional costs incurred. If Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay any moving costs.

B. Site Condition: Buyer will ensure the site is clean and free of debris prior to installation. Seller will separately invoice Buyer for removal of existing furniture or equipment at the job site. Buyer, at its expense, will furnish (i) electricity, heat, and elevator service and (ii) adequate facilities for docking, moving and handling Products.

C. Special Packaging or Handling: Seller will separately invoice Buyer for the cost of special packaging or handling if required.

D. Storage Space: Unless Products arrive at the site earlier than the date requested, Buyer will provide safe and adequate storage space at the Buyer’s expense. Buyer will be responsible for any cost or expense associated with storage space which is inadequate or inconveniently located (e.g. on another floor, requires sorting).

5. INSTALLATION DELAYS. If construction delays or other causes not within Buyer’s or Seller’s control force postponement of an installation as scheduled, Seller or the Buyer will store the Products until installation can be resumed, and the Products will be considered accepted by the Buyer for purposes of invoicing and payment. Buyer will pay all transfer and storage charges incurred.

6. COMPLETION OF INSTALLATION. Within a reasonable time after installation, authorized representatives of Seller and Buyer will inspect the Product for conformity with the order and for defects or

damages, and will note all mutually agreed upon items on an installation “Service Report”. Upon completion of the inspection, representatives of Seller and Buyer will sign the Service Report, which will constitute acceptance of Products installed, except as noted in the Service Report. Products accepted may not be returned.

7. CHANGE ORDER/CANCELLATION. Any order changes must be submitted in writing. Seller will use commercially reasonable efforts to accommodate Buyer’s written change order request. All changes/cancellation requests will be evaluated at the time of request by Seller and are subject to revised lead times and/or additional charges as applicable.

8. INVOICING; PAYMENT; DEPOSIT. Seller may invoice Buyer at any time following shipment of the Products. For partial shipments, the initial payment will be due only for Products received. The remaining balance for any partial shipment will be due within terms following installation of the Products. Buyer acknowledges and agrees that any order of \$10,000 or greater may require a 50% deposit prior to order placement or entry. In addition, Seller may require deposits for orders less than \$10,000 but only upon mutual agreement of the amount of the deposit by Seller and Buyer at the time the order is finalized. Sales pursuant to this Program Exhibit are not eligible for any rebates or incentives offered pursuant to any other Program Exhibit unless specifically stated

9. LIMITED WARRANTY. Seller warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Seller will pass through all manufacturers’ warranties to Buyer (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. Seller 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. Seller warrants that Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Seller and Buyer. Notwithstanding anything to the contrary, Seller will have no liability for any damage, defect or loss due to Buyer’s movement or alteration of Products after installation. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. SECURITY INTEREST. Seller reserves and Buyer grants to Seller a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon request, Buyer will execute financing statements and other documents reasonably requested by Seller to protect Seller’s security interest. Buyer will maintain the Product in good condition; keep the Product free from liens and encumbrances; and will not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and will permit inspection by Seller’s representative at reasonable times. Buyer will procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Seller as its interest may appear.

11. INSURANCE. Seller will at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Seller to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which will not be less than \$1,000,000

combined single limit per occurrence; (iii) employer's liability insurance, the limits of which will not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Seller will (a) name Buyer as an additional insured for loss or damage arising out of Seller's products or services under the Agreement; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Seller at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under the Agreement; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager will receive prior written notice of cancellation in accordance with the policy provisions.