

State of Oregon

**MASTER AGREEMENT
WITH**

Staples Contract & Commercial, Inc.

**FOR OFFICE SUPPLIES AND SERVICES Toner, Paper, Recycled-
Content/Green Products and other Miscellaneous Products**

Master Agreement number 5739

This Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") on behalf of the member states of the WSCA-NASPO Cooperative Purchasing Program ("WSCA-NASPO"), and Staples Contract & Commercial, Inc., operating as Staples Advantage, a Delaware Corporation ("Contractor").

Section 1 – Master Agreement

1.1 Parties

- 1.1.1 The only parties to this Master Agreement are Contractor and DAS PS.
- 1.1.2 Participating States may enter into Participating Addendum with Contractor substantially in the form attached hereto as Exhibit A.
- 1.1.3 Purchasing Entities may purchase goods and related services specified in Exhibit B ("Goods") by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Purchasing Entity and Contractor.
- 1.1.4 As used in this Master Agreement, "Purchasing Entity" means: a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.2 Process

- 1.2.1 Purchasing Entities may order Goods during the Term of this Master Agreement using an ordering instrument:
 - a) Purchasing Entities may use an electronic ordering method when the Purchasing Entity is using a Small Purchase Order Transaction System (SPOTS) card (or comparable ordering method in Purchasing Entities not in the State of Oregon).
 - b) Purchasing Entities may use their own purchase order forms as ordering instruments as agreed to by Contractor.
 - c) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Master Agreement (and include the Master Agreement reference number from the Master Agreement coversheet).
 - ii) The specific Goods and quantity of each item ordered.
 - iii) The net price.

- iv) The requested delivery schedule.
- v) The delivery location(s).
- vi) The invoicing address.
- vii) The Purchasing Entity's authorized representative and relevant contact information, including an e-mail address or fax number.

- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Master Agreement. Additional, different or conflicting terms and conditions in any purchase order(s) or any other form of either a Purchasing Entity or the Contractor may not vary the terms of the Master Agreement. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Purchasing Entities that comply with the provisions of this Master Agreement until this Master Agreement terminates. Contractor may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit B.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within 10 business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail or facsimile if that information is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Purchasing Entity and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Master Agreement" means this Master Agreement.
- 1.2.6 The State of Oregon is not obligated or liable under an ordering instrument unless a State of Oregon agency is purchasing Goods as the Purchasing Entity.
- 1.2.7 Nothing in this Master Agreement obligates any Purchasing Entity to place any ordering instrument.
- 1.2.8 Contractor shall reject an ordering instrument that does not meet the requirements of this Master Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section 1.3, during the Term of this Master Agreement, Contractor shall offer Goods to Purchasing Entities at prices that do not exceed the prices listed in Exhibit B.
- 1.3.2 Contractor and Purchasing Entity may agree to lower prices for Goods. Those lower prices apply only to applicable Contracts between Contractor and Purchasing Entity.
- 1.3.3 Reserved

- 1.3.4 The discount percentage in each of the 48 categories of Goods listed on Exhibit B will remain the same (or may increase or decrease) throughout the life of the Master Agreement including any renewals. The discount percentage may never decrease. Category 49 will be governed by the RISI index as outlined in Section 1.3.7.
- 1.3.5 Goods that have been approved and that meet the category standards listed in Exhibit B, products may be added or deleted every six months as approved by DAS PS. Contractor or DAS PS may provide a list of goods that may be approved and added. DAS PS may prohibit goods on this Master Agreement for environmental health or performance reasons, in addition the DAS PS or contractors may request to add new goods that meet the specification in Exhibit B. All goods added must be at the same discounts already agreed upon and cannot be lesser than what was agreed upon for each category. However, the discount can always be deeper.
- 1.3.6 Commencing after the first year of the Master Agreement Contractor may request unit price increases, for everything other than paper, from DAS PS no more often than every 6 months Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS and must be auditable and verifiable. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase.
- 1.3.7 Category 49 paper price changes will be based on the RISI (Resource Information System Inc.) index. Contractor may adjust Paper Prices for the approved paper items one time in any given calendar quarter, at any time during the calendar quarter. Contractor may only request an adjustment if the RISI Table 6 (Resource Information Systems Inc. Table 6: Uncoated Freesheet Section, St. no 4 92 bright xerographic) index for such products has changed from the date of the Proposal or from the date of the last approved change, whichever is later. Contractor must give DAS PS or the Contract Administrator 30 days prior notice of any such requested change. Contractor must verify, in writing, all such Paper Price changes, if any and all such Paper Price Changes, if any, are subject to audit by DAS PS.

If Contractor fails to request a paper price adjustment to the approved paper items 30 days prior to the adjustment date, the adjustment will be effective 30 days after DAS PS or the Contract Administrator received the written request.

Although DAS PS and Purchasing Entities prefer that these adjustments happen as close to the beginning of the calendar quarter as possible Contractor may request and take RISI Table 6 supported Paper Price increase at any date in the quarter provided there is no more than one change per quarter and that DAS PS or the Contract Administrator has received the required 30 day notice. In no event shall Contractor

implement more than one Paper Price increase in any given quarter. Contractor shall reflect any Paper Price decreases based upon RISI Table 6 decrease no later than 30 days after the RISI Table 6 decrease or the first business day of the next calendar quarter, whichever comes first.

No retroactive contract price adjustments will be allowed.

The price adjustment for the above reference approved paper items shall be based on the RISI index effective the date of the Proposal Submittal.

1.4 WSCA/NASPO Administrative Fee.

Contractor shall remit to WSCA-NASPO the WSCA-NASPO Administrative Fee and quarterly sales reports. Requirements for payment of the WSCA-NASPO Administrative Fee and usage reporting to WSCA-NASPO are specified in sections 26-27 of the WSCA-NASPO Master Agreement Terms and Conditions, attached hereto as Exhibit D.

1.5 Term of Master Agreement

- 1.5.1 The initial term of this Master Agreement begins on the date this Master Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and ends 2 years after the Effective Date, unless sooner terminated or extended as provided in this Master Agreement. DAS PS has the option to extend this Master Agreement for additional terms, provided, however, that the total term, including the initial term and all renewals, may not be more than 8 years from the Effective Date. DAS PS will exercise the option to extend, if at all, by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then-current term. The initial term and all extension terms are collectively the "Term" of this Master Agreement.
- 1.5.2 After this Master Agreement is terminated, Contractor shall not accept new ordering instruments.
- 1.5.3 Termination of this Master Agreement also terminates ordering instruments in which the Contractor is not legally required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as a blanket purchase order (an order that may contain detail of the Goods, but actual sale of Goods is made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.4 Except as provided in Section 1.5.3, termination of this Master Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument accepted before termination of this Master Agreement.

1.5.5 DAS PS may terminate this Master Agreement upon 30 calendar days written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance as required by DAS PS until all Contracts under this Master Agreement are terminated.

1.7 Miscellaneous

1.7.1 WSCA/NASPO Terms and Conditions. Incorporated herein and attached hereto as Exhibit D are the WSCA/NASPO terms and conditions.

1.7.2 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Master Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement

1.7.3 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Master Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County or if the proceeding must be brought in federal court in the United States District Court for the District of Oregon. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum

1.7.4 Amendments. DAS PS and Contractor may need to modify selected terms, conditions, price(s) and services under this Master Agreement due to the following illustrative, although not exhaustive, categories of anticipated amendments:

- i. Amendments to extend the term of the Master Agreement for additional periods;
- ii. Amendments to add new Goods within the scope of the Master Agreement, if any, at the prices specified within the Master Agreement or at a discount to these prices, or amendments to delete Goods; or
- iii. Amendments to increase or decrease prices for the Goods.

All amendments must be in writing and signed by all approving parties before becoming effective. Only DAS PS has the final authority to execute changes, notices or amendments to the Master Agreement.

1.7.5 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Master Agreement without first obtaining the written consent of DAS PS. DAS PS's consent to any subcontract (or other delegation of

duties) does not relieve Contractor of any of its duties or obligations under this Master Agreement. This Master Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.

- 1.7.6 Counterparts. This Master Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument. Notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.7 Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Master Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Master Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.8 Entire Agreement. This Master Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.9 Notices. Except as otherwise expressly provided in this Master Agreement, any communications between the parties, or notices to be given under this Master Agreement, are effective only if given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, to Contractor or DAS PS at the address or number set forth below in Sections 4 and 5, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice so addressed and mailed is deemed given five (5) days after mailing. Any communication or notice delivered by facsimile is deemed given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. To be effective against DAS PS, any notice transmitted by facsimile must be confirmed by telephone notice to DAS PS's Contract Administrator. Any communication or notice given by personal delivery or express courier is deemed given immediately upon such delivery, provided such delivery is made to the person indicated below.

The Contract Administrators are identified in Sections 4 and 5, respectively.

- 1.7.10 Intended Beneficiaries. DAS PS and Contractor are the only parties to this Master Agreement and are the only parties entitled to enforce its terms. Nothing in this Master Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Master Agreement. Purchasing Entities from the member states of WSCA-NASPO are intended beneficiaries of this Master Agreement.
- 1.7.11 Waiver. The failure of DAS PS to enforce any provision of this Master Agreement or the waiver of any violation or nonperformance of this Master Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.12 Certification of Compliance with Tax Laws. By signature on this Master Agreement for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- 1.7.13 Compliance with Law. DAS PS's performance under this Master Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Master Agreement), 279B.230 and 279B.235 (if applicable to this Master Agreement), which are incorporated into this Master Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Master Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 1.7.14 Access to Records. Contractor shall retain, maintain, and keep accessible all records relevant to this Master Agreement (the "Records") during the Term of this Master Agreement and for a minimum of twenty-four (24) months thereafter, or such longer period as may be required by applicable law following expiration or termination of the Master Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS and its duly authorized representatives, and the federal

government access to the Records at a reasonable time and place for purposes of examination and copying.

Section 2 – Standard Terms for Contracts Under This Master Agreement

- 2.1 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 PAYMENT:** Contractor shall look solely to Purchasing Entity for payment of all amounts that may be due under this Contract. **PURCHASING ENTITY IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Purchasing Entity's acceptance of goods, payment is due from Purchasing Entity within 45 calendar days after the date of the invoice.
- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Purchasing Entity up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Purchasing Entity only after delivery of all Goods ordered. Invoices shall be sent to the address provided by Purchasing Entity for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1 Master Agreement number.
 - 2.5.2 Ordering instrument number.
 - 2.5.3 Goods ordered.
 - 2.5.4 Date delivered.
 - 2.5.5 Volume or quantity of Goods delivered.
 - 2.5.6 The price per item of Goods.
 - 2.5.7 The total amount invoiced.
 - 2.5.8 The address to which payment is to be sent.
- 2.6 PRICES:** Contractor represents that all prices for Goods under this Contract are equal to or better than the prices listed in the Master Agreement

2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE: Purchasing Entity may cancel an order in whole or in part before Goods described in the cancelled whole or part are delivered. Purchasing Entity has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, Purchasing Entity shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection must also specify when cure will be allowed.

2.7.1 Purchasing Entity may elect to have Contractor deliver substitute conforming Goods at no additional cost to the Purchasing Entity. In such an event, Contractor shall deliver substitute conforming Goods within 10 calendar days of receipt of notice of rejection.

2.7.2 If the Goods are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Goods, and shall (at Contractor's sole cost and expense) remove the Goods within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.

2.7.3 Nothing contained in Section 2.7 precludes Purchasing Entity from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

2.8.1 **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of Purchasing Entity, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Master Agreement.

2.8.2 **WARRANTY ON MATERIALS, DESIGN, MANUFACTURE:** Contractor represents and warrants that all Goods are new, and unused, and all Staples branded Goods provided by it are free from defects in materials, design and manufacture for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Goods. Contractor further represents and warrants that all Goods are in compliance with and meet or exceed all specifications in Exhibit E to the Master Agreement.

2.8.3 **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with standards prevalent in the industry.

2.8.4 **WARRANTY OF TITLE:** Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, that Contractor has full legal title to the

Goods, and that no other person or entity has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to Purchasing Entity under this Contract.

2.8.5 **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6 **MANUFACTURER WARRANTIES:** Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to Purchasing Entity at time of delivery at no charge.

2.8.7 **WARRANTIES CUMULATIVE:** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties expressly provided in this Contract. All warranties expressly provided in this Contract are cumulative, and are intended to afford Purchasing Entity the broadest warranty protection available. **SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

2.9 **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:**

2.9.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 **STATUTORY TERMS:** Purchasing Entity's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 **NONCOMPLIANT GOODS:** In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law prevails. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Purchasing Entity.

2.9.4 **RECALLED GOODS OR COMPONENTS:** In the event any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS and Purchasing Entity of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Purchasing Entity may elect to do any of the following:

- a) Cancel any portion of the ordering instrument.
- b) Reject the Goods.
- c) Revoke its acceptance of the Goods.
- d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to Purchasing Entity.
- e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods at its sole cost and expense, and reimburse Purchasing Entity for any payments made.

2.10 **FOREIGN CONTRACTOR:** If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Purchasing Entity may withhold final payment under the Contract until Contractor has met this requirement.

2.11 **MATERIAL SAFETY DATA SHEET:** Contractor shall either make available online or provide to the Purchasing Entity at the time of delivery a Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Master Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and MSDS information if available, when requested by Purchasing Entities within 48 hours either electronically or by other means.

2.12 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to performance of Contractor's delivery obligations under this Contract, provided that the Purchasing Entity shall provide Contractor with written or electronic (i.e. email) notification that such delay causes or will cause a material harm to the Purchasing Entity. Following receipt of such notice, Contractor shall have a reasonable time to cure such delay. For the avoidance of doubt, the terms and conditions of the Contract, including but not limited to, Master Agreement, Section 1.7.7 ("Force Majeure") and Master Agreement, Exhibit E, Attachment D ("Mandatory Requirements and Desirable Criteria"), shall remain in force and effect and shall not be nullified as a result of this Section 2.12.

2.13 FORCE MAJEURE: Neither Purchasing Entity nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Purchasing Entity may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

2.14 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: Purchasing Entity's payment obligations under this Contract are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Purchasing Entity had sufficient funds available and authorized to make payments under this Contract.

2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.16.1 Contractor is an independent contractor. Although Purchasing Entity reserves the right (i) to determine (and modify) the delivery schedule for the Goods and (ii) to evaluate the quality of completed performance, Purchasing Entity cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Purchasing Entity will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

2.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY PURCHASING ENTITY, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY PURCHASING ENTITY, THE STATE, OR THEIR AGENTS,

OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. PURCHASING ENTITY OR STATE SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH PURCHASING ENTITY OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF PURCHASING ENTITY, OR (II) PURCHASING ENTITY'S MODIFICATION OF GOODS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS.

2.17.2 HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

2.18 BREACH:

2.18.1 **BY CONTRACTOR:** Contractor breaches this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or

- c) Contractor commits any breach of any covenant, warranty, obligation or certification under this Contract, provided however that Contractor may cure the breach within the period specified in Purchasing Entity's notice of default when Purchasing Entity determines the breach is curable by Contractor.

2.18.2 BY PURCHASING ENTITY: Purchasing Entity breaches this Contract if:

- a) Purchasing Entity fails to pay Contractor any amount pursuant to the terms of this Contract, and Purchasing Entity fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Purchasing Entity commits any breach of any covenant, warranty, or obligation under this Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 PURCHASING ENTITY'S REMEDIES: If Contractor is in breach under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Purchasing Entity may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.1;
- b) Withholding all monies due for invoiced Goods that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief, and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Purchasing Entity's setoff without penalty to Purchasing Entity.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and Purchasing Entity may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Purchasing Entity terminates this Contract, or if Purchasing Entity is in breach under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Purchasing Entity for the unpaid purchase price for Goods delivered and accepted by Purchasing Entity, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours

worked but not yet billed and authorized expenses for services completed and accepted by Purchasing Entity, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Purchasing Entity, less previous amounts paid and any claim(s) which Purchasing Entity has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Purchasing Entity upon written demand.

- 2.19.3 Notwithstanding the remedies described herein, except where prohibited by applicable law, neither party, nor its officers, directors, employees or affiliates shall be liable to the other for special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, business interruption, loss of data or cost of cover, even if such party alleged to be liable has knowledge of the possibility of such damages, provided, however, that 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 Contractor's indemnification obligations.

2.20 TERMINATION:

- 2.20.1 **BY MUTUAL CONSENT:** This Contract may be terminated at any time by mutual written consent of Purchasing Entity and Contractor.
- 2.20.2 **RIGHTS OF PURCHASING ENTITY.** Purchasing Entity may, at its sole discretion, terminate this Contract for convenience with thirty (30) calendar days written notice. Purchasing Entity may terminate this Contract immediately upon notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events: (a) Purchasing Entity fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Goods by Purchasing Entities under the Master Agreement is prohibited, or Purchasing Entities are prohibited from paying for such Goods from the planned funding sources; or (c) Contractor is in breach of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Purchasing Entity.
- 2.20.3 **RIGHTS OF THE CONTRACTOR:** Contractor may terminate this Contract with a minimum ten (10) calendar days written notice to Purchasing Entity, if Purchasing Entity is in breach of this Contract as described in Section 2.18.2.
- 2.20.4 For the avoidance of doubt, termination by a Purchasing Entity shall not terminate the Master Agreement or any other Contract between Contractor and any other Purchasing Entity.

- 2.21 ACCESS TO RECORDS:** Contractor shall retain, maintain, and keep accessible all records relevant to the this Contract (the "Records") during the Term of the Master Agreement and for a minimum of twenty-four (24) months thereafter, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS, Purchasing Entity, and their duly authorized representatives access to the Records at a reasonable time and place for purposes of examination and copying.
- 2.22 NOTICES:** All notices required under this Contract must be in writing and addressed to the party's authorized representative. For Purchasing Entities, the authorized representative is identified in the ordering instrument. Contractor's authorized representative is Contractor's Contract Administrator identified in the Master Agreement. Mailed notices will be deemed received five (5) business days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. If a notice is sent by facsimile, upon receipt by the party giving the notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile machine and number. Personal delivery is effective upon delivery.
- 2.23 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS:** The parties acknowledge and agree that other than designation of order quantities, types of Goods, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.
- 2.24 GOVERNING LAW:** This Contract is governed by and construed in accordance with the laws of the state of Purchasing Entity, without regard to principles of conflicts of laws.
- 2.25 VENUE; CONSENT TO JURISDICTION:**
Any Claims between Contractor and a Purchasing Entity that arise from or relate to this Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such Purchasing Entity resides, or at the Purchasing Entity's option, within such other county as Purchasing Entity is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such Purchasing Entity resides.
CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of any Purchasing Entity's sovereign or governmental immunity, if any, whether derived

from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

- 2.26 SURVIVAL:** The following provisions survive termination or expiration of this contract: Sections 2.8, 2.9.4, 2.17, 2.19, 2.21, 2.24, 2.25, 2.27; and Section 3 of Exhibit C ("TAIL" COVERAGE).
- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of Purchasing Entity. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Purchasing Entity on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of Purchasing Entity to enforce any provision of this Contract is not a waiver by Purchasing Entity of that or any other provision.
- 2.30 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to Purchasing Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at Purchasing Entity's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Master Agreement to irrevocably assign to Purchasing Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Master Agreement, including, at Purchasing Entity's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts Under This Master Agreement

3.1 Contractor shall include with all Goods delivered all additional items, attachments, documentation, training, warranties, certifications, MSDS, etc. as described in this Master Agreement and its exhibits.

Section 4 – Signature of Contractor’s Duly Authorized Representative

4.1 The undersigned represents:

- (a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Master Agreement and to execute this Master Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Master Agreement;
- (c) Contractor will furnish the Goods in accordance with Contracts under this Master Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Master Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

[Remainder of page intentionally left blank; signature page to follow]

Agreed:

Contractor's Name: Staples Contract & Commercial, Inc.

Authorized Signature: Neil Ringel

Printed Name of Authorized Signature: Neil Ringel

Title of Authorized Signature: Executive Vice President

Date: January 5, 2015

Administrative Contact (also referred to as Contract Administrator – Type or Print):

Jennifer Sachs

Telephone Number of Administrative Contact: (479) 530-9973

Fax Number of Administrative Contact: ()

Email Address of Administrative Contact: jennifer.sachs@staples.com

Mailing Address of Administrative Contact:

3433 W Bayham Place
Fayetteville, AR 72704

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: Sunny Buchheit

Date: 12/19/14

DAS PS Contract Administrator (Type or Print):

[Signature]

Telephone Number: (502) 378-4721

Fax Number: (502) 373-1626



Exhibit A

PARTICIPATING ADDENDUM

**STATE OF OREGON on behalf of the
Member states of the
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM**

**OFFICE SUPPLIES AND SERVICES Toner, Paper, Recycled-
Content/Green Products and other Miscellaneous Products**

MASTER AGREEMENT
[Contractor Name xxxxx]
Master Agreement No: xxxxxx
(hereinafter "Contractor")

And

[insert name of participating state/entity xxxxxxxx]
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the [contract title] led by the State of Oregon for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

[Replace this with specific changes or a statement that No Changes Are Required]

4. Lease Agreements: **[If applicable, Insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as "Reserved".]**

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name	
Address	
Telephone	
Fax	
E-mail	

Participating Entity:

Name	
Address	
Telephone	
Fax	
E-mail	

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of Oregon, as shown on the dedicated **[contractor]** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement. The **[contractors]** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation
and posting in appropriate data bases]**

Exhibit B Goods and Prices

Please refer to the current contract file for the list price, product categorization, discounts and sell price of the products included in this Master Agreement. Below is a description of the discounts set forth in the contract file.

Cat #	CATEGORY DESCRIPTION	Staples Full-Line Discount	Wholesaler Discount
1	Adhesives, Glues, Glue sticks, Adhesive Removers	65%	48%
2	Dictionaries, Thesauruses, Diaries, Tickets, Reference Sets, etc.	59%	59%
3	Archive Boxes, Cardboard Boxes, Storage Containers	58%	53%
4	Award Frames, Displays, Plaques, Certificates	60%	44%
5	Badges, Badge Holders, Lanyards	50%	38%
6	Batteries, Chargers, UPS Power Supplies, Surge Protectors, Extension Cords	53%	51%
7	Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber Bands, Scissors, Shears, Cutters, Trimmers, Hole	65%	52%
8	Binders, Combs, Rings, Spines	64%	61%
9	Book Cases, Book Ends, Book Shelves	40%	40%
10	White Boards, Bulletin Boards, Cork Boards, Easels, Poster Boards, Display Rails	40%	31%
11	Appointment Books, Phone Message Books, Statement Books, Fax Message Books, While You Were Out Books, Forms, Calendars, Deskpads, Refills, Planners	52%	45%
12	Garbage Can Liners, Shredder bags	40%	40%
13	Carts, Handtrucks	33%	25%
14	CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, CD Mafiers, Ribbons, Computer Bags and Cases, Camera Film, Photo Paper, Camera Bags, Camera Cases	44%	31%
15	Chair Mats, Door Mats, Floor Mats, Anti-fatigue Mats	54%	49%
16	Clocks, Hooks, Lamps (including Desk Lamps and Light Bulbs)	48%	36%
17	Correction Fluid, Correction Tape, Correction Pens	65%	59%
18	Food Service Ware: Cups, Spoons, Forks, Plates, Bowls	45%	44%
19	Breakroom Cleaners: Dusters, Computer Air Dusters, Wipes, All Purpose Cleaners, Bathroom Cleaners, Disinfectants, Sanitizers, Hand Soaps, Glass Cleaners, Air Fresheners, Dust Pans, Stainless Steel Cleaners, Microfiber Cloths, Kitchen Cleaners, Furniture Cleaners	45%	45%
20	Chalk Erasers, Dry Erase Erasers, Chalk	55%	52%
21	Calculators, Digital Voice Recorders, Typewriters, Cameras, Fans, Heaters, Laminators, Shredders, Pencil Sharpeners, Air Cleaners	42%	29%
22	First Aid, Hand Lotions, Hand Sanitizers, Pain Relief, Gloves, Safety Supplies	42%	39%
23	Headsets, Headset Accessories, Headphones	31%	21%
24	Ink Pads, Refills, Calculator Ink, Stamps, Calculator Spools, Adding Machine Tape, Cash Register Tape, Wide Format Paper Rolls	53%	40%
25	Knives, Cutters, Blades, Scrapers	55%	42%
26	Labels, Label Makers, Label Holders	63%	42%
27	Mailing Tubes, Mailing Tubs, Packaging, Envelopes, Fingertips, Letter Openers, Moistener, Butcher Paper	67%	58%
28	Markers, Highlighters, Felt Pens	59%	52%
29	Mice, Keyboards, Wristrests, Keyboard Pads, Mousepads, Keyboard Trays, Speakers	40%	27%
30	Paper: Notebooks, Notepads, Pads of Paper, Sticky Notes, Easel Pads, Stationery Paper	74%	55%
31	Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves	56%	38%
32	Paper (including Copy Paper except for paper in Category 49, Writing Paper, Colored Paper, etc.)	76%	70%
33	Pencils, Pencil Erasers, Mechanical Pencils, Lead Refills, Pens, Pen Refills	62%	47%
34	Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles, Measuring Tapes	56%	52%
35	Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcements, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape	66%	56%
36	Signs, Sign Holders, Flyer Holders, Racks, Literature Displays, Name Plates	50%	42%
37	Staplers, Staples, Staple Removers	63%	55%
38	Storage Cabinets, Filing Cabinets, File Storage Systems, Rails	49%	49%
39	Tape, Tape Dispensers, Embossing Tape, Velcro Products	59%	55%
40	Breakroom Paper Products: Tissue, Paper Towels, Napkins	51%	50%
41	Toner Cartridges, LaserJet HP Brand only including High Yield	43%	39%
42	All Other HP Brand Toner and Ink Cartridges, Fusers, Kits, Drums	38%	31%
43	Toner and Ink Cartridges, Fusers, Kits, Drums, All Other Brands	33%	30%
44	Remanufactured and Biobased Toner and Ink Cartridges	56%	46%
45	Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches	45%	25%
46	USB Drives, Flash Memory, Zip Disks	60%	24%
47	"School Supplies": Art Paper, Art Supplies, Construction Paper, Crepe Paper, Paint, Games/Learning Tools, Crayons	40%	40%
48	Un-Categorized Spend	47%	40%

Category 49: Category discounts do not apply per Section 1.3.7 of the Master Agreement. Category 49 follows the RISI Index. Please see contract file for pricing.

Exhibit C

INSURANCE REQUIREMENTS

- 1** Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under any Contract and shall maintain it in full force and at its own expense throughout the duration of this Master Agreement and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS.

1.1 WORKERS COMPENSATION:

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

1.2 EMPLOYERS' LIABILITY:

Required by DAS PS

If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall obtain employers' liability insurance coverage. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS

\$2,000,000.00 Per occurrence limit for multiple claimants.

1.4 COMMERCIAL GENERAL LIABILITY:

Required by DAS PS

Commercial General Liability Insurance covering bodily injury, death, and property damage including product and completed operations on the most recently approved ISO policy form, or its equivalent. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS

Bodily Injury/Death:

\$2,000,000.00 Per occurrence limit for multiple claimants

1.5 AUTOMOBILE LIABILITY:

Required by DAS PS

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the DAS PS:

Bodily Injury/Death:

\$2,000,000.00 Per occurrence limit for multiple claimants

1.7 EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

2 ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile Liability insurance required under this Master Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Master Agreement and any Contract issued hereunder. Notwithstanding the minimum limits of coverage set forth above, Contractor shall name the State of Oregon, its officers, employees and agents as an Additional Insured for the full limits of insurance coverage, including but not limited to any excess policy coverage, purchased by Contractor. Should a loss arise out of Contractor's activities to be performed under this Master Agreement, coverage shall be primary and non-contributory with any other insurance and self-insurance.

3 "TAIL" COVERAGE:

If any of the required professional liability insurance is on a "claims made" basis, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Master Agreement, for a minimum of 24 months following the later of (i) Contractor's completion and DAS PS's acceptance of all Services required under this Master Agreement, or, (ii) The expiration of all warranty periods provided under this Master Agreement and any Contract issued hereunder. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period

described above, then Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Master Agreement. Contractor shall provide to DAS PS, upon DAS PS’s request, certification of the coverage required under this section.

4 CERTIFICATE(S) OF INSURANCE:

Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Master Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify DAS PS of any changes material to compliance with the insurance coverage provisions in this Master Agreement.

Exhibit D



WSCA-NASPO Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) The Oregon Master Agreement, including these WSCA-NASPO Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Solicitation; and
- (5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

WSCA-NASPO is the WSCA-NASPO Cooperative Purchasing Program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of WSCA-NASPO. The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two years. This Master Agreement may be extended beyond the original contract period as set out in section 1.5 of the Oregon Master Agreement at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Notwithstanding the foregoing, Contractor may utilize third party couriers for delivery without the prior written approval of Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the WSCA-NASPO Cooperative Purchasing Organization LLC.

6. Price and Rate Guarantee Period

Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. The procedures for price adjustments are specified in section 1.3 of the Oregon Master Agreement.

7. Cancellation

Provisions for termination of the Oregon Master Agreement are set forth therein. A Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor,

rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality; (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately

compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

The definition of "breach" and remedies for breach are set out in sections 2.18 and 2.19 of the Master Agreement.

11. Shipping and Delivery.

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until delivery when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

d. In the event of conflict between this section and Attachment D-1 28 14, Mandatory Requirements, of the solicitation, as amended, Attachment D shall take priority.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Subsections 1.7.7 and 2.13 of the Master Agreement sets out the rights and obligations for delay or default caused by force majeure.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless the State of Oregon as set out in section 2.17 of the Master Agreement. The Contractor shall further defend, indemnify, and hold harmless WSCA-NASPO, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action (including reasonable attorneys' fees and related costs) which may be brought or made against the Indemnified Party for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of Oregon as set out in section 2.17 of the Master Agreement. The Contractor shall further defend, indemnify, and hold harmless the Indemnified Party, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below for each of the following categories:

(1) Commercial General Liability covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$2 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. With the exception of an insurer's (10) day notice of cancellation for non-payment of premium, Contractor and/or its insurer representatives shall endeavor to provide thirty (30) days written notice for any changes material to compliance with the insurance provisions within this Contract.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides, with the exception of an insurer's (10) day notice of cancellation for non-payment of premium, Contractor and/or its insurer representatives shall endeavor to provide thirty (30) days written notice for any changes material to compliance with the insurance provisions within this Contract, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory, should a loss arise out of Contractor's activities to be performed under this Contract. Notwithstanding the minimum limits of coverage set forth above, Contractor shall name the Participating Entity as an Additional Insured for the full limits of insurance coverage, including but not limited to any excess policy coverage, purchased by Contractor. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates and any applicable endorsement(s) of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in standard terminology; and an acknowledgment of the requirement for an insurer's ten (10) day notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

[RESERVED]

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Ordering procedures are set out in section 1.2 of the Master Agreement.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

f. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

g. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% per annum) on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure only where permitted pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to orders placed by Purchasing Entities under this Master Agreement to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to orders placed by a Purchasing Entity under this Master Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive during the Term and for a period of twelve (12) months following termination of this Master Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

In the event of a conflict between this Section 25 and the Master Agreement, this Section 25 shall control.

26. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement contract file (less any charges for Taxes, returns, credits or shipping (including freight and insurance), and less any amount payable for a state-imposed administrative fee required by a state participating addendum in accordance with subsection 26b). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

27. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the

reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report for WSCA-NASPO is attached hereto as Appendix D-1.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. The Reporting Requirements in section 16 of Attachment D, Mandatory Requirements and Desirable Criteria, are in addition to the reporting required in this section 27.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Section 2.7 of the Master Agreement sets out the provisions for inspection and acceptance.

29. Warranty

Section 2.8 of the Master Agreement sets out the applicable warranties.

30. System Failure or Damage

[RESERVED]

31. Title of Product

Upon delivery to the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Contractor, Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Contractor, Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead State or Participating Entity

of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible

WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up a discussion to determine if Contractor's systems and processes are compatible with the requirements to integrate with the WSCA-NASPO eMarket Center. If Contractor determines its existing systems and processes are compatible, the Contractor shall work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request if Contractor determines it's systems and processes are compatible with the WSCA-NASPO eMarket Center. The requirements set forth in Section 36 are subject to all of the foregoing requirements.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data as approved quarterly only if there is price changes to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly if there are price changes to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog however, paper pricing is subject to the RISI Index. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1) If pricing has been approved and falls within a quarter the updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the month following the requested increase (i.e. file received on 1/01/15 would be effective in the eMarket Center on 2/01/15). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/14 would be effect in the eMarket Center on 1/01/15).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents

institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

(February 2014)

Appendix D



Cooperative Contract Sales Reporting Data Requirements and Data Format (See Attachment)

Detailed sales data report for WSCA-NASPO is attached hereto as Appendix D-1



APPENDIX D-1 WSCA-NASPO Report Template
 WSCA-NASPO Cooperative Purchasing Organization, LLC

Cooperative Contract Sales Reporting Data Requirements and Data Format

This is the minimally acceptable reporting requirement for WSCA-NASPO cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from WSCA-NASPO Cooperative Development Team to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-03 format or an equivalent approved by the WSCA-NASPO Cooperative Development Team.

Field Name	COL#	Field Description	Data Type	Field Size
VENDOR NAME	A	Name of Vendor		
VENDOR CONTRACT NUMBER	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric	9
STATE	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.) State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	D	segments, (determined by industrial practice for each contract - uniform for each contract)	Alpha Numeric	48
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	H	Zip code in standard 5-4 format (standard 5 digits is acceptable, formatted as a zip code)	Alpha Numeric	9
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format (standard 5 digits is acceptable, formatted as a zip code)	Alpha Numeric	9
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. (determined by industrial practice for each contract - uniform for each contract)	Alpha Numeric	35
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric	8
SHIP DATE	R	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	S	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	T	Vendor assigned invoice Number	Alpha Numeric	20
PRODUCT NUMBER	U	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	V	Product description of purchased product	Alpha Numeric	60
UNSPSC	W	Commodity level code based on UNSPSC code rules	Alpha Numeric	8
LIST PRICE/MSRP/CATALOG PRICE	X	List Price - US Currency (\$9999.999) (determined by industrial practice for each contract - uniform for each contract)	Numeric	10
UNIT PRICE	Y	Unit Price - US Currency (\$9999.999)	Numeric	10
QUANTITY	Z	Quantity Invoiced (99999.999)	Numeric	11
TOTAL PRICE	AA	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.999)	Numeric	13
WSCA-NASPO ADMIN FEE	AB	Administrative Fee based on Total Price - US Currency (\$99999.999)	Numeric	13
VAR/Reseller/Distributor	AC	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric	30
Energy Star Compliant	AD	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric	1
EPEAT Compliant	AE	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric	1
Optional	AF		Alpha Numeric	60
Optional		[ADDITIONAL OPTIONAL COLUMNS MAY BE ADDED BASED ON APPROVAL FROM WNCDDT]	Alpha Numeric	60

August 14, 2009

Exhibit E

SPECIFICATIONS

1 GENERAL PROVISIONS:

1.1 SILENCE OF SPECIFICATIONS: The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Goods only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Goods, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for solicitation change during the solicitation process for the Master Agreement, then Contractor shall be required to provide Goods meeting Purchasing Entity's needs with regard to any omitted specification.

1.2 ADHERENCE TO THE SPECIFICATIONS: Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to Purchasing Entity.

2 SPECIFICATIONS:

See Attachment D from Contractor's response to the RFP, beginning on the following page.

All references to "Proposer" or "we" or "our" in the attached Attachment D refer to Contractor under this Master Agreement and any Participating Addenda or Contracts issued pursuant to this Master Agreement.

All references to "You" or "Your" refer to the Participating Entity or Purchasing Entity, as applicable.

Attachment D – Mandatory Requirements and Desirable Criteria

Proposer Company Name: Staples Contract & Commercial, Inc., operating as Staples Advantage

Proposer Contact Name: Jennifer Sachs

PART 1: MANDATORY REQUIREMENTS

Is the Proposer offering products to all WSCA-NASPO Participating States?

Yes	No
X	

Is the Proposer offering products only to an individual State or to several States (but not all WSCA-NASPO States)? If a Proposer submits a Proposal for a single State or several States, the Proposer must identify the single State(s) in its proposal:

No.

Note: If Proposer is only proposing for a specific State, the Proposer must respond to and meet all of the Mandatory Requirements and are strongly encouraged to provide responses to all the applicable Desirable Criteria in Attachment D. If any questions relating to the Mandatory Requirements are missed or there is no response, Proposer may not be considered for an award, some responses must appear on this form as indicated and some responses should appear on separate sheet(s).

DAS PS reserves the right to make multiple awards, or to award in whole or in part, if deemed to be in the best interest of the WSCA-NASPO Participating States.

1. PRODUCT CATEGORY DESCRIPTIONS

There are two tracks, Proposers must propose all items for each category within each track proposed.

1. There is a Standard Office Supplies Track, which will consist of a full-line of office supplies including some that meet the minimum environmental specifications for each product category as detailed below).

2. There is a Green Office Supplies Track, which will consist only of products that meet the minimum environmental specifications for each category as detailed below.

Proposers may choose to propose for both Track 1: Standard Office Supplies and Track 2: Green Office Supplies or Proposers may choose to propose only for the track they are most qualified such as Track 1 only or Track 2 only. Proposers must identify the track or tracks they are proposing.

Is Proposer submitting an offer for Track 1: *Standard Office Supplies*?

Yes	No
X	

Is Proposer submitting an offer for Track 2: *Green Office Supplies*?

Yes	No
X	

PART 2: MANDATORY MINIMUM REQUIREMENTS

1. Key Persons: Proposer must identify Key Persons who will be responsible for this Master Agreement, including their resumes of background, experience, and expertise related to the Master Agreement and WSCA-NASPO Participating Addendums. Each of Proposer's key personnel working on this Master Agreement must have at least one year of experience in providing services related to an Office Supplies and Services Master Agreement.

Submit a listing of each person that will be dedicated to account management along with the key executive personnel that will be supporting the WSCA-NASPO Master Agreement(s).

Proposer must provide a toll-free telephone number and a listing of the following personnel, along with their years of industry experience and years of employment with Proposer's organization, who will be supporting the Master Agreement and the WSCA-NASPO within each Participating State:

a. Administration and Management

WSCA-NASPO

Jennifer Sachs – Senior Vertical Market Manager



Jennifer Sachs is a Senior Vertical Market Manager for Staples Advantage. Jennifer joined Staples in January 2001 and began as a business-to-business Sales Consultant and transitioned into an account management role for four years before joining the Vertical Market team in 2005. For the last nine years, Jennifer has been a Senior Vertical Market Manager who is responsible for the state government customer vertical. Jennifer has held different sales roles within Staples and has a reputation of a high level of customer service and successful account management and business development. Jennifer is responsible for the state government vertical and the WSCA contract.

Jeremy Landis – Director, Vertical Markets



Jeremy Landis is the Director of Vertical Markets and a veteran of Staples Advantage since 1999. His career with Staples included positions as an Account Manager, District Sales Manager of Business Development and a Program Manager for our first national public sector cooperative contract. Since 2010 he has managed the Vertical Market Team which is responsible for supporting the Staples Advantage sales efforts related to state and local government, education customers, as well as the administering of the company's national cooperative contracts. Jeremy has experience in strategic sourcing initiatives, large account implementation and the designing of industry leading procurement programs.

Thomas Wayne Wilkinson – Vice President, Staples Advantage Sales



Wayne Wilkinson is Vice President of Sales and Account Management with Staples Advantage. For over 35 years, he has led sales teams in the office products industry. His current responsibilities include federal, state and local government teams and U.S. commercial-East Region.

b. Sales and Sales Management

State	Area Sales Manager	Regional Sales Director
State of AK	Ernie Daniels	Mike Panconi
State of AZ	Mike Malinowski	Matt Thornley
State of MO	Tim Drew	Susan Kill
State of MT	Jeff Hemstead	Derek Traver
State of NV	Rick Kurianowicz	Dave Stafford
State of OR	Linsey Shields	Derek Traver
State of UT	Chris Newhouse	Matt Thornley
State of WY	Andy Larson	Howie Aroesty

c. Customer Service Agents

Staples' toll-free customer service number is (877) 826-7755.

2. Website, Online Catalog and Ordering Capabilities:

2.a. Proposer must describe its web capabilities and provide information about its ordering website.

DAS PS and Participating Entities can maximize the ability to streamline and simplify purchasing through our highly customized e-commerce solution. As the largest business-to-business e-commerce company in the world, we offer you StaplesAdvantage.com®. Our proprietary ordering site was built to be customized for our customers' needs. Recently upgraded and enhanced, StaplesAdvantage.com offers you all the features and functionality you need to help control your costs, streamline your ordering process and minimize your time spent on procurement.

You want to feel confident your ordering site can evolve and keep up with the latest technologies. Because of our financial strength and capital resources, we are able to constantly enhance and invest in our technology to stay ahead of the curve. Customer feedback and usability studies drive these improvements. We recently invested tremendously in our e-commerce website to provide a seamless and intuitive experience for our customers while also dramatically improving ease-of-use for our end users.

Our key differentiators include:

- ♦ The **highest online ordering rate** in the industry (93%)
- ♦ **Easy ordering** features, robust procurement **controls and reporting**
- ♦ **Consultative support** from dedicated e-procurement teams

Easy Ordering Tools

Getting the right products at the right price when you need them means you don't have to waste your time shopping around. StaplesAdvantage.com offers DAS PS and Participating Entities an easy ordering experience and provides instant access to your program's customized product assortment.

Key features include:

- ♦ **Easy search and navigation** – Quickly find products by entering a keyword or item number. Narrow your results by category, brand, previous orders, eco-conscious, recycled, Minority and Women-owned Business Enterprise (MWBE) or applicable product attributes.
- ♦ **Shopping lists** – Create and save lists of frequently ordered items for faster re-ordering. Create global shopping lists of preferred/contract items to help departments stay in compliance.
- ♦ **Ink and toner finder** – Quickly find ink and toner replacement products for your business machines simply by clicking on model type.
- ♦ **Order status** – Track orders, including the quantity of items ordered, delivery status and obtain proof of delivery.
- ♦ **Proactive Live Chat** – Helps users quickly find the products they need by interacting with a live agent and decreases returns.

Online Procurement Controls

DAS PS and Participating Entities can achieve greater financial and administrative control over your purchasing with Staples Advantage, whether integrated with your existing e-procurement systems or on its own.

We offer:

- ♦ **User/Location management** – Easily add new users, supervisors and account administrators and remove or add shipping locations.
- ♦ **Approval Options** – Establish spending limits and approval routing to keep track of account expenditures by user/departments.

- ♦ **Small order controls** – As part of our ongoing efforts to help you maximize order efficiencies, we will help you implement "hard stop" order controls that prevent users from placing orders under a minimum amount.
- ♦ **Customization features** – We can customize your platform with special instructions and messages to help keep users in program compliance and make sure each order contains key business identifiers like purchase order number, cost center information and General Ledger codes.

Online Reporting

Transparency and visibility lead to smarter purchasing decisions. At any given time, DAS PS and Participating Entities end users designated as administrators can easily access the following reports on StaplesAdvantage.com:

- ♦ **User reports** – Provides user information by specific administrators, supervisors or user types
- ♦ **Spending reports** – Gives a summary of your company's online purchases by budget center, bill-to location, ship-to location and user for up to 24 months

Scalability

As the largest business-to-business e-commerce site in the world, StaplesAdvantage.com is scalable, giving you the room and flexibility to grow as much and as quickly as your situation dictates. We have the infrastructure in place to handle the ordering needs of additional users without risking website performance. We continually analyze and forecast site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure the site's performance is optimized and that the speed of the site is at standard levels, or better.

2.b. Proposer must provide a URL with ordering capability. Failure to do so may result in the rejection of the Proposal.

URL: www.StaplesAdvantage.com

We have set up a website demo for DAS PS and Participating Entities and can be accessed by following the instructions below:

1. Go into: www.StaplesAdvantage.com
2. Put the following information in:

Customer ID: 1036481LA

User ID: JENNIFER.SACHS@STAPLES.COM

Password: 123 (Passwords are case sensitive. You will be required to change this password the first time you log in.)

***Please let interested parties know that the pricing on the demo website is NOT WSCA-NASPO Discounted Pricing, but it will allow them an opportunity to browse the website and check out the products.**

2.c. Proposer must provide an online catalog with help function, order tracking, and related prompts that open automatically to an item's description, part number, contract price and photo.

Per addendum #5, Question 1, Staples acknowledges and agrees to this provision. Our website offers a robust set of features that includes a help function, order tracking capabilities and detailed item descriptions that include item numbers, contract pricing and images.

2.d. The online catalog must include information about all of the products that the Contractor has been awarded, but no more. Contractors awarded a Master Agreement for Track 1: *Standard Office Supplies* must provide an online catalog for these items. Contractors awarded a Master Agreement for Track 2: *Green Office Supplies* must provide an online catalog *only for those items that meet the environmental specifications for this Master Agreement*. Contractors that are awarded Master Agreements for both Track 1 and Track 2 must provide a single online catalog listing products in each category. Whether on Track 1 or Track 2, all Contractors' online catalogs must include labels identifying products that meet the environmental specifications for this Master Agreement. Both tracks must include the current contract price for all qualifying items.

Staples acknowledges and agrees to unless otherwise mutually agreed to in writing between Staples and Participating Entity.

2.e. Online ordering capability must be available to all authorized users within 60 days of the execution of the Master Agreement(s).

Staples acknowledges and agrees to have available online ordering capability to authorized users of a Participating Entity within sixty (60) days of the execution of the Master Agreement(s).

2.f. Online orders placed by 4:00 pm must qualify for delivery within 2 business days for the WSCA-NASPO entity who signs a Participating Addendum.

Staples acknowledges and agrees to this provision.

2.g. Customer service agents and technical support staff must be available to handle all orders and mitigate all order-related technical issues from 8:00 am to 5:00 pm across the nation per the Participating State's own time zone for each WSCA-NASPO entity that has a Participating Addendum. In addition, this can be negotiated by each Participating State.

Staples' Customer Service Representatives and technical support are conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, anywhere in the 48 contiguous U.S., Alaska and Hawaii. If a user calls after 8:00 p.m. EST, they are greeted by a standard message that states our normal operating hours.

2.h. The Proposer's online ordering system must provide each WSCA-NASPO entity that has a Participating Addendum the ability to create specific online order platforms at the agency level (i.e., ordering platforms that allow for agency-specific items to be blocked).

StaplesAdvantage.com has the ability to create specific online order platforms at the agency level for each WSCA-NASPO entity that has a Participating Addendum.

2.i. The Proposer's online ordering system must identify the environmental certifications (e.g., ENERGY STAR, Forest Stewardship Council (FSC), Green Seal, UL/EcoLogo, US EPA's Design for Environment (DfE) Recognition, etc.), amount of total and post-consumer recycled content, and/or other environmental attributes of the products consistent with the environmental specifications for this Master Agreement). Whenever available, the Proposer's ordering system must provide a link to the certification document verifying the environmental attribute(s) of the product.

StaplesAdvantage.com identifies products that are Forest Stewardship Council certified and are Recycled. Recycled-content products and/or products that meet other environmental standards (such as third-party certification) are easily identifiable through our "Recycled" and "Eco-Conscious" filters, "Recycled" icons and product descriptions in our catalogs and on our online ordering site. The amount of total and post-consumer recycled content products is also included in the product description.

Green/Bio-Based/Recycled Product Screenshots

Item: 256427
Model: 63353

Staples® 1 Subject Notebook, 9" x 11" \$5.49
EPA

Qty: 1 [Add to Cart](#)

[Add to Favorites](#)

- 9" x 11"
- 1 subject
- available in assigned colors: black, blue and green. Colors are randomly assigned to each order.

Recycled Forest Stewardship Council Certified

Staples® 100% Recycled Perforated Writing Pads, White, Narrow Ruled, 8" x 8", 60 Sheets/Pad, 12/PK

Item: 401481
SKU: 41252

STAPLES

View more products like this

\$28.47
DZ-12
Qty: 1

[Add to Cart](#)

[Add to List](#)
[View Item Details](#)
[Compare Similar Items](#)

[View Larger](#)

Description	Specifications
<ul style="list-style-type: none"> • 8" x 8" • 60 sheets • narrow ruled • 15 lb. white paper • 10-point perforated marking • microperforated • Contains 100% total recycled content, and 50% post-consumer recycled content • 70% Post-consumer content, 100% Total recycled content 	

Products that are green, bio-based or recycled are identified throughout Staples' Full Line catalog with various eco-conscious symbols that include:

- ♦ AP Certified Non-toxic
- ♦ BPI Compostable
- ♦ Certified Organic
- ♦ Cradle to Cradle™
- ♦ Design for Environment Program
- ♦ EPA ENERGY STAR®
- ♦ EPEAT
- ♦ Fair Trade Certified™
- ♦ Forest Stewardship Council®
- ♦ Green Seal™
- ♦ GREENGUARD Indoor Air Quality
- ♦ level® Sustainable Furniture
- ♦ Rainforest Alliance Certified™
- ♦ Recycle/Pre and Post-Consumer Recycled
- ♦ Remanufactured
- ♦ Ecologo
- ♦ Scientific Certification Systems Indoor Advantage/Indoor Advantage Gold
- ♦ Staples' Easy on the Planet



At this time, certification documents verifying the environmental attributes of products are not linked to StaplesAdvantage.com. However, Staples will be able to provide DAS PS and Participating Entities with certification documents upon request.

2.j. Upon request by a Purchasing Entity, Proposers must agree to provide a hardcopy catalog and updated contract price guide throughout the life of this Master Agreement.

Staples acknowledges and agrees to this provision.

2.k. Proposer must identify all of the methods of payment it will accept under this Master Agreement.

Checks: X

Credit Cards: (at time of purchase)

VISA: X

Master Card: X

Other Credit Cards: American Express and Discover

Direct Deposit (e.g., ACH) X - You can receive ACH notifications via fax, email or EDI.

Purchase Orders: X

Retail Connect Card: X

Cash (for walk-in orders) X

Other: Electronic Funds Transfer (EFT)

2.l. Credit card information/numbers cannot be stored within the online ordering system.

Does Proposer have online security measures that provide such protection?

Yes	No
X	

3. Detailed Ordering Methods

3.1. Proposer must provide a detailed description of the various methods by which a Purchasing Entity can access product information and pricing to ensure the category discounts are applied to the contracted items.

DAS PS and Purchasing Entities will be able to view detailed product information and pricing by logging onto StaplesAdvantage.com. To access product category discounts you may request a file from DAS PS. Upon approval by DAS PS, Staples can make the current contract file(s) with all the detailed product, category, discount and pricing information relating to the contract resulting from this award available to Purchasing Entities. The current contract file can be used to verify that all category discounts have been applied to the contracted items.

3.2. Describe Proposer's overall internet online ordering capabilities. At a minimum, describe how Proposer's website can provide the following:

a. Adhoc reports

Staples offers a broad range of options to help you meet your reporting needs. Our reporting capabilities are differentiated by the scope of what we can offer as well as the ease of access and quality of the information we deliver. Because our ordering, invoicing and reporting systems operate on one national platform, you can be assured of reporting that's accurate and consistent for all Participating Entities, giving you total transparency and visibility into your spend.

Staples' reporting capabilities offer DAS PS and Purchasing Entities the following benefits:

- ♦ **Easy access:** From online to email, Excel to PowerPoint, our reports are accessible through a variety of methods and formats.
- ♦ **Timely:** Reports can be delivered on demand or at pre-determined intervals.
- ♦ **Comprehensive:** Measure everything from product usage to service levels with our robust reporting systems.
- ♦ **Detailed:** Our reports allow you to gain a complete view of your spending – from individual purchasers across all your departments, budget centers and national locations.

Our reporting categories consist of the following:

- ♦ **Activity reports** – Usage, service level and compliance reports delivered by Staples' account management teams
- ♦ **Online reports** – User and spending reports available through our e-commerce site
- ♦ **Environmental reports** – Environmental attributes/savings information delivered by Staples' account management teams
- ♦ **Custom reports** – Delivered by Staples' account management teams

Usage Reports

It's important to have visibility to product usage so you can find opportunities for savings and improvement. With usage reports, DAS PS and Participating Entities can track product usage organization-wide and drill down by facility, department, office or individual user. Product usage can be reported by:

- ♦ Manufacturer
- ♦ Order method (phone, online)
- ♦ Product category
- ♦ Recycled and environmentally preferable products

Service Level Reports

These reports provide DAS PS and Participating Entities with statistical information to track Staples' performance and service levels. Service Level Reports measure:

- ♦ Fill rate
- ♦ On-time delivery rate
- ♦ Order accuracy
- ♦ Sales breakdown of contract versus non-contract items
- ♦ Backorder report/orders shipped complete
- ♦ Returns
- ♦ Credits/debits
- ♦ Average order information and summary by size

Online Reports

As discussed in question 2.a above, end users designated as administrators can easily access the following reports on your e-commerce ordering site:

- ♦ **User Reports** provide pertinent end user information including approval hierarchy ordering limits and assigned ship-to location or budget center information.
- ♦ **Spending Reports** provide a summary of purchases by budget center, bill-to location, ship-to location or end user for up to 24 months, including details on ordering method, order totals, number of orders and average order size.

Environmental Reports

You want to be able to show your stakeholders the value of your environmental programs and how they are helping to reduce your impact on the planet. We make it easy for DAS PS and Participating Entities to measure the impact of their sustainable initiatives through environmental reporting that quantifies the benefits achieved through the following:

- ♦ Recycled paper spend
- ♦ Increased usage of online catalogs over paper versions
- ♦ Consolidation of orders and deliveries

We use Environmental Defense Fund data (<http://www.edf.org/papercalculator>) to demonstrate the benefits of your recycled product use in terms of energy, trees and water saved, carbon emissions avoided and other metrics related to your sustainability efforts.

Custom Reporting

We can develop mutually agreed to customized reporting to meet your needs, giving you transparency and visibility into your spend. From activity reports (measuring usage, service levels and program compliance) to online reports and environmental spend reports, Staples will be able to calculate these procurement efficiencies for you and report results in your Business Reviews. This will make it easy for you to track your net consolidation savings and clearly demonstrate the benefits to your financial management team.

b. Tiered approval and tracking

StaplesAdvantage.com is designed to maximize your control over purchasing while minimizing the time spent manually processing and approving requisitions. Through customizable administrative features, you have the ability to require approval for *all orders* placed through the system or certain orders that meet select criteria important to you. For example, you can route for approval all orders placed by *specific people* in your organization, or you can require approval for orders that exceed certain spend amounts or include certain types of items.

Our system gives DAS PS and Participating Entities flexible administrative controls that work within your organization's pre-defined business rules, so you don't have to change processes on your end. Plus, our system is easy to maintain and manage. Through the Administrative section of StaplesAdvantage.com, designated program administrators can easily update approval rules at any time, without requiring technical support or assistance.

Flexible Approval Options

StaplesAdvantage.com offers two approval options to provide the most flexibility.

Option One – Individual Approval Workflow

This option allows you to define approval rules by the end user.

Your choices include:

- ♦ Routing all orders for approval
- ♦ Routing for approval when:
 - Order exceeds maximum value threshold
 - Order does not meet minimum order threshold
 - Item or items in order exceed line item maximum
 - Item or items in order are currently blocked for purchase
 - Order includes a custom print product

Once you determine the rules that trigger an order for approval, you can also define who you want approvals routed to – a single person, such as a manager, or a hierarchy of people. Designated approvers will receive an email notification when a pending order requires approval and end users will receive email notification if an order has been approved or denied.

Individual Approval Workflow: Sample Screenshot for Approval Setup Page

Create a New Associate Previous

Using Spending Limits for Sales Associates

Approval Requirements and Spending Limits

No spending limits

Route all orders for approval

Route orders for approval, when:

Order rules that define the following user's spending limits:

Order Maximum	Order Minimum	Line Item Maximum
100.00	250.00	100.00

Approver: [Dropdown] Next

Previous

Individual Approval Workflow: Sample Screenshot for Orders Submitted for Approval

Approve Orders

Options (indicated by the dropdown arrow):

- New Approver: If you are a new approver for orders, click here.
- To get orders for review, click on the "Approve Orders" link.

Order #	Order Date	Order Status	Order Total	Order Type	Order Location	Order Status	Order Total
1000455999	06/27/2014 11:13	Submitted	\$1,567.76	Standard	Atlanta	Submitted	\$1,567.76
1000455999	06/27/2014 11:13	Submitted	\$1,567.76	Standard	Atlanta	Submitted	\$1,567.76

Individual Approval Workflow: Sample Order Approval Email

STAPLES Advantage Order Status: Approval Request
Order #: 7629468096

Hello Eric Padonak:

Your order has been submitted to your approver for review.

Order #: 7629468096
 Order Date and Eastern Time: 06/27/2014 11:13
 Order Total: \$1,567.76
 User Name: Ricki Ray
 User ID: RR5234567

To approve this order, go to staples.com/advantage. Click on the "My Orders" tab on the home page and then click "Approve Orders."

For Staples Advantage Support, call 1-800-858-8585 or email Support@staples.com

Option Two – Approval Group Workflow

Like Option One, this option allows you to define approval rules by an end user, but it also allows you to manage rules at a group level. This is achieved two ways:

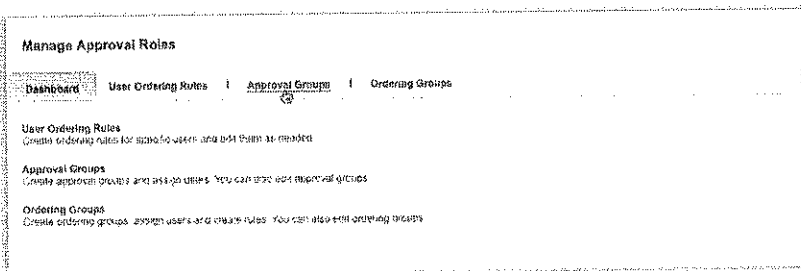
- Defining approval rules by "groups" of users. For example, if you want all users at a certain location to have one common set of rules you can create an Ordering Group and assign all users to that group. This gives you flexibility to establish different rules for different departments and to move certain users in and out of those groups easily.

- Define group approval workflows. Instead of designating just one person to approve orders, you can grant approval power to multiple people. For example, approvers who frequently travel or are out of the office might not be able to approve orders during a period of time. With group approvals, you can designate additional approvers who can complete the request, so that users spend less time waiting for their needed products.

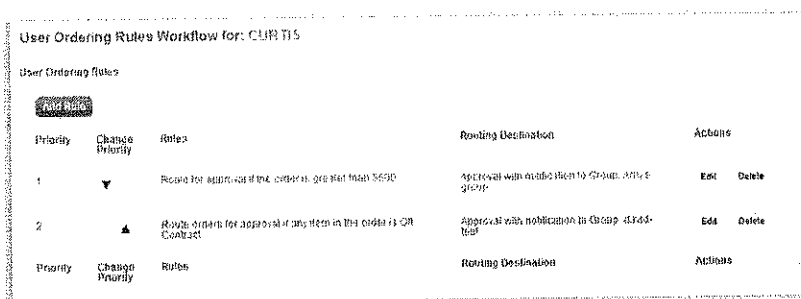
Option Two (Approval Group) set up choices include:

- Creation of Ordering Groups and Approval Groups
- Ability to assign User Level or Group Level approval rules
- Ability to prioritize approval rules assigned to a User or Group
- Approval routing rules:
 - Routing all orders for approval
 - Routing for approval when:
 - Minimum order total is not met
 - Maximum order total is exceeded
 - Line item maximum is exceeded
 - Cumulative total for the specified time period exceeds the specified maximum

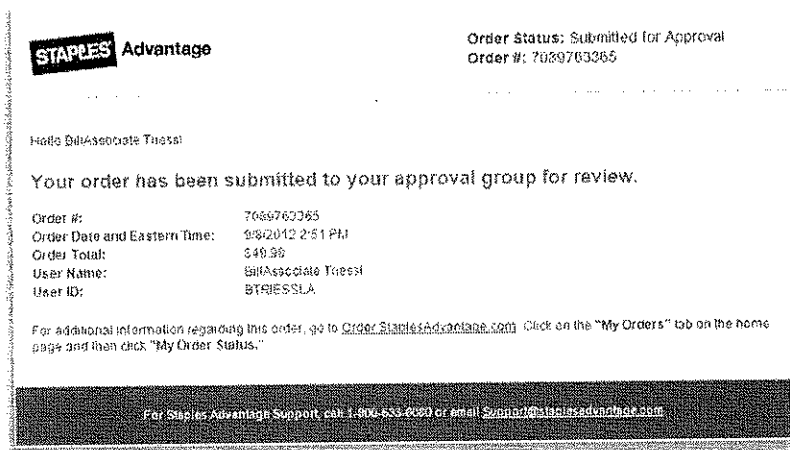
Approval Group Workflow: Sample Screenshot Manage Approval Roles Dashboard



Approval Group Workflow: Sample Screenshot User Order Rules Workflow



Approval Group Workflow: Sample Order Approval Email



c. Account order history that is:

- (i) Sortable
- (ii) Searchable
- (iii) Downloadable
- (iv) By time line

E-commerce solutions that streamline ordering processes and reduce ordering time provide a win for DAS PS and Participating Entities. To make order management and tracking easy, StaplesAdvantage.com offers several key order management features.

Order Status & History

- **My Orders** enables you to track the status of your orders anytime so you never have to wonder when your office supplies will be delivered.
- **Search for Orders** allows you to search your orders by order status, purchase order number, budget center, ship-to location and order method.
- **Order History** saves purchases for up to 90 days. Your orders can be sorted within each column to easily find the one you want. You can also save your orders as a new Shopping List or add to an existing list for faster re-ordering next time.
- **My Order Status** includes complete order details, orders in transit, products on backorder, orders awaiting approval or which have been denied and more.

Saved Orders

- ◆ Save your completed orders as a Shopping List for future re-ordering and save a pending order for later editing
- ◆ Notify user of a saved or pending order on the home page of the site upon login
- ◆ Enable user to view the items and quantity of items that are pending order in the To-Do List on the home page

Order Confirmation

Our e-commerce site ensures order accuracy by guiding you through the checkout process. When you submit an order, an order verification screen is displayed that allows you to:

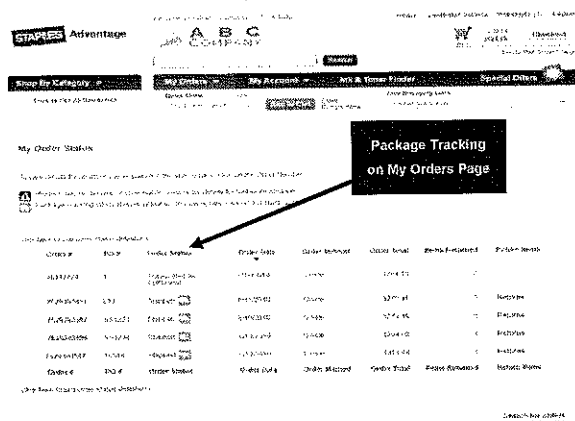
- ◆ View all delivery dates for items ordered
- ◆ Remove items for order
- ◆ Verify or modify item quantities
- ◆ Add notes that appear on packing slip
- ◆ Assign cost centers to your items
- ◆ Verify shipping information

If order information is incomplete, you will receive a pop-up box reminder to supply required information. Once your order is submitted, you will receive an automatic confirmation of the order showing order status. Additionally, all orders placed (online, phone, fax, email) can receive an email confirmation and be tracked online, if preferred.

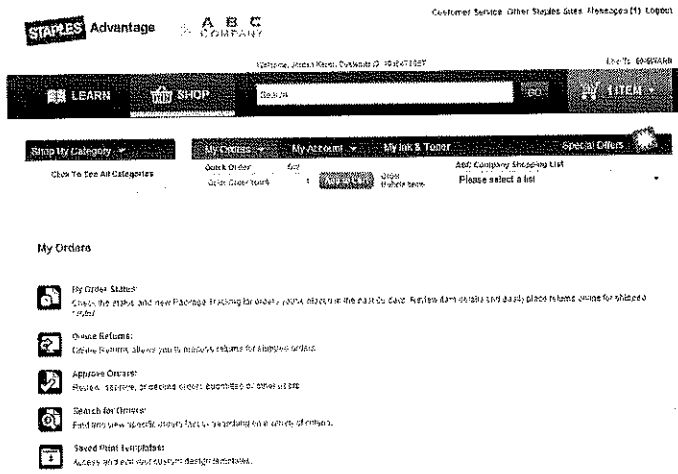
d. Tracking of orders/status information

We offer an easy Package Tracking option on StaplesAdvantage.com so that users can track the status of their deliveries. Using this feature, you can see when your order shipped, review contents of individual packages, see who signed for a package – and when – and even make returns online.

Sample Screen Shot



As discussed in our response to question c above, the My Order Status feature includes complete order details, orders in transit, products on backorder, orders awaiting approval or which have been denied and more.



e. Ability to view/print usage

At any given time, end users designated as administrators can easily access the following reports on your e-commerce ordering site:

- **User Reports** provide pertinent end user information including approval hierarchy ordering limits and assigned ship-to location or budget center information.
- **Spending Reports** provide a summary of purchases by budget center, bill-to location, ship-to location or end user for up to 24 months, including details on ordering method, order totals, number of orders and average order size.

Staples' activity reports which include usage, service level and compliance reports are delivered by Staples' account management team assigned to each Participating Entity.

f. Printed invoices/statements

Staples offers a master invoice program where we capture and deliver invoices at prearranged intervals. DAS PS and Participating Entities have the flexibility to schedule invoice delivery by a daily, weekly, monthly or bimonthly cycle or a specified day of the month or week.

Our customizable offering includes:

- ♦ **Easy** layout options that allow you to have your invoice pre-sorted and organized to your specific requirements
- ♦ **Line item** invoicing that breaks out each line item order by a specific budget center, making it easier to reconcile and allocate payments
- ♦ **Formats** that work best for your organization, including paper, PDF and Excel
- ♦ **XML or EDI** invoicing delivered directly to your accounts payable system

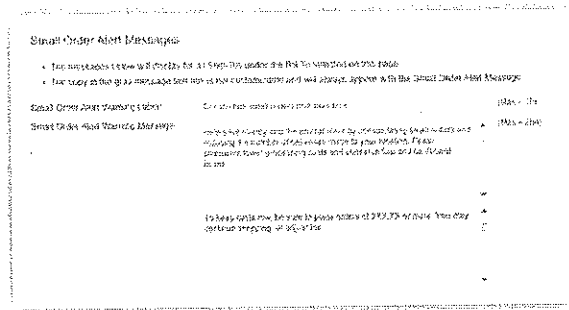
g. Access to customer service

In addition to our Live Chat feature where users interact with a live agent, the Customer Service section of StaplesAdvantage.com gives end users the phone number of Staples' Customer Service team and the names and contact information for members of the account management team and local customer support representatives. Users also have an option to email us under the Customer Service section.

h. Dollar restrictions per order

To help reduce small order inefficiencies, Staples will work with you to implement a minimum order size for your organization. We'll help support this rule by requiring end users to meet a minimum order threshold before their order can be submitted. Any orders which don't meet the minimum order threshold will be saved as a pending order in the shopping cart until the threshold is met. Minimum order sizes are set at the organization level to ensure the lowest total delivered program possible.

Minimum Order Message Screenshot



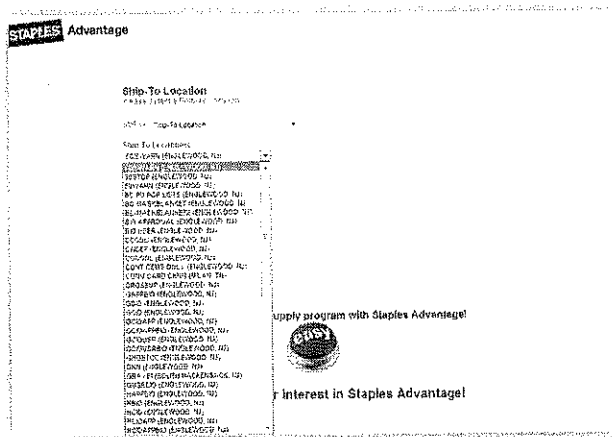
StaplesAdvantage.com offers features that drive end user compliance to your programs, including:

- ♦ Establish spending limits and approval routing to keep track of account expenditures by user/departments
- ♦ The ability to customize your ordering site's home page with messaging to remind end users of key program rules (such as minimum order requirements) and guide them to preferred item shopping lists
- ♦ Shared or personal shopping lists populated with commonly ordered or preferred core items
- ♦ Optional "hard stop" spending controls that keep end users from placing inefficient, small orders that increase program costs

i. Ability to maintain multiple ship-to locations for orders and billing

Our ordering, invoicing and reporting systems operate on one national platform and StaplesAdvantage.com has the ability to maintain multiple ship-to locations for both ordering and billing.

Sample Ship-To Location Dropdown



j. Acknowledgement after an order has been processed; please describe available formats

Once your order is submitted, you will receive an automatic confirmation of the order showing order status. All orders placed (online, phone, fax or email) can be confirmed via automated email confirmation and be tracked online, if preferred.

Our e-commerce site ensures order accuracy by guiding you through the checkout process. When you submit an order, an order verification screen is displayed that allows you to:

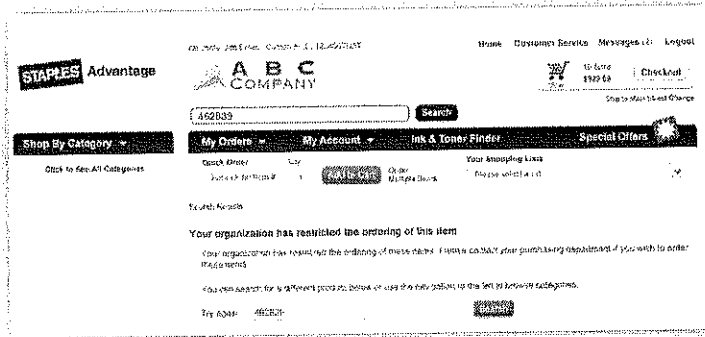
- View all delivery dates for items ordered
- Remove items for order
- Verify or modify item quantities
- Add notes that appear on packing slip
- Assign cost centers to your items
- Verify shipping information

If order information is incomplete, you will receive a pop-up box reminder to supply required information.

k. Set up favorites lists

Through our Shopping Lists feature, users can easily refer to frequently ordered or favorite items. In essence, a Shopping List is a compilation of bookmarked items and may include both contract and non-contract items. Prices of items added to shopping list are updated automatically.

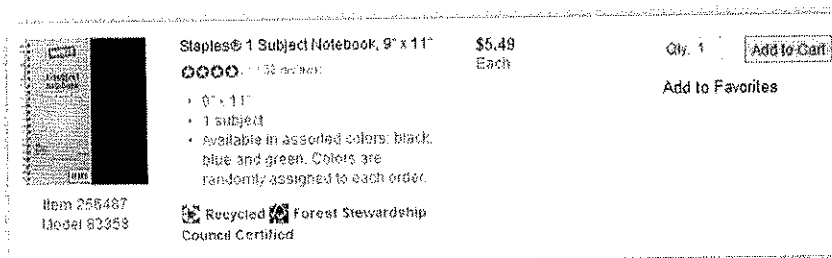
Sample Item Blocking Message during Search

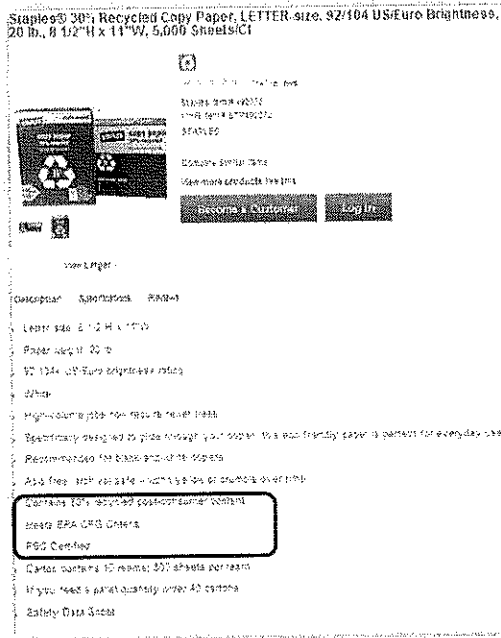


m. Clear and accurate identification of all products that meet the Master Agreement's environmental specifications; please describe how your firm will accomplish this, including Proposer's ability to provide details about the environmental attributes of each products (e.g., environmental certifications such as ENERGY STAR, Green Seal, and Forest Stewardship Council, total and post-consumer recycled content, etc.).

As discussed in section 2.i above, StaplesAdvantage.com identifies products that are Forest Stewardship Council certified and are recycled. Recycled-content products and/or products that meet other environmental standards (such as third-party certification) are easily identifiable through our "Recycled" and "Eco-Conscious" filters, "Recycled" icons and product descriptions in our catalogs and on our online ordering site. The amount of total and post-consumer recycled content products is also included in the product description.

Green Identifier Screenshots





Staples will be able to provide DAS PS and Participating Entities with details about environmental attributes with our Environmental Attribute reporting which provides clear and accurate identification of all products that meet the Master Agreement's environmental specifications.

n. Ability to recommend an equivalent green product (meeting the specifications on Track 2) when a standard office supply product is ordered.

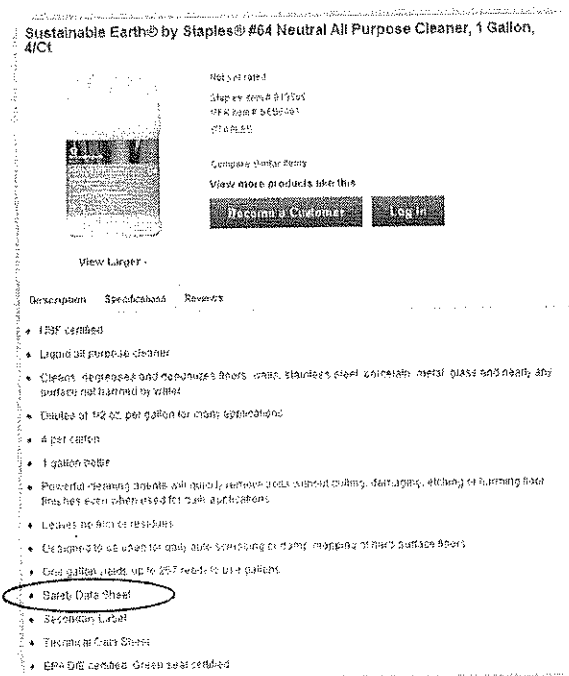
StaplesAdvantage.com has the functionality to suggest or recommend equivalent green product alternatives as well as automatically substitute products ordered by end users and replace them with equivalent green products specified by the DAS PS or a Participating Entity. Product substitutes can be used to support compliance to DAS PS or a Participating Entities Staples program as well as to drive demand management initiatives including environmental goals and cost reduction.

This functionality is only implemented at a customer's request, in collaboration with Staples' account management teams and it is enabled using the staples order management system based upon DAS PS and Participating Entities specifications.

o. Ability to view a product's Material Safety Data Sheet and environmental certification document, when available.

Yes. From the product page, end users can access Material Safety Data Sheets (MSDS) sheets and complete manufacturer specifications.

Sample Product Search Screenshot



End users can also access MSDS by clicking on the "Customer Service" on the StaplesAdvantage.com homepage and can click on the "Material Safety Data Sheets" link toward the bottom of the Customer Service page. This will take them to our MSDS website, where they can enter product name, product number, manufacturer or brand name to find the data sheet for the item they are searching.

p. Ability to run usage reports of Green Office Supplies (meeting the environmental specifications in this Master Agreement)

Staples acknowledges and agrees to this requirement. We have included a screenshot of an example of our Environmental Products Detail Report for your review.

Staples SKU	Item Description	Prod Class	Class Name	Unit Weight	Qty	Recycled Flag	Recycled %	Post Consumer Content %	ESC Flag	Green Seal Flag	Ecologo Flag	SAI Flag	Staples %	Paper Product Indicator	Adj Gross Sales	n of AOS	Avg Sell Price
25453	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.26	22	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25454	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	1.18	11	H	0	0	H	N	H	H	0	Y	117.64	0.00%	20.11
25455	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	1.18	11	H	0	0	H	N	H	H	0	Y	117.64	0.00%	20.11
25456	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25457	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25458	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25459	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25460	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25461	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25462	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25463	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25464	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25465	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25466	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25467	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25468	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25469	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25470	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25471	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25472	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25473	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25474	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25475	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25476	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25477	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25478	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25479	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25480	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25481	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25482	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25483	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25484	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25485	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25486	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25487	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25488	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25489	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25490	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25491	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25492	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25493	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25494	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25495	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25496	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25497	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25498	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25499	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11
25500	WALVO & TROUSERS MIXED USE PAPER	503	WALVO & TROUSERS MIXED USE PAPER	0.7	3	H	0	0	H	N	H	H	0	Y	112.24	0.00%	20.11

3.3. Toll-Free Telephone Number

Proposer must establish and maintain a toll-free telephone number as well as an internet-based ordering system for order placement, order inquiry, price and availability inquiries. Proposer must agree to establish a wait time to place order of less than three (3) minutes.

Staples' toll-free customer service telephone number is 1-877-826-7755.

Staples' internet-based ordering system is www.StaplesAdvantage.com

Customer Service Call Center Statistics	
Average speed of answer	Our goal is to answer 70% of calls within 30 seconds
Average hold time	30 seconds
Average time to return a phone call	On average, within 1 hour but varies depending on follow up needed
First call resolution rate	Nearly 90% of inquiries resolved on first contact
Average length of call	7 minutes
Average problem resolution response time	24 hours or as promised to customer for other issues requiring follow up

3.4 WSCA-NASPO eMarket Center

Proposer agrees, by submission of a Proposal, to cooperate with WSCA-NASPO and SciQuest (and any authorized agent of or successor entity to SciQuest) with uploading a hosted catalog or integrating a punchout site. Refer to Attachment B, Exhibit D, Section 36, WSCA-NASPO Master Agreement Terms and Conditions for the prescribed requirements.

Staples acknowledges and agrees to cooperate as set forth herein. Per Section 6.1.2 of the RFP, Staples may negotiate certain requirements set forth in this Exhibit based on Staples' system capabilities.

4. Off-Line Ordering Process (Manual)

Proposer must describe how it is able to process off-line orders if required by Purchasing Entity, and provide same reporting information as item 3.2

Although online ordering is the most efficient way to submit orders, we also offer flexible phone, fax, email or mail ordering options. Phone orders are processed by Staples' Customer Service Representatives who can be reached Monday through Friday, 8:00 a.m. to 8:00 p.m. EST via our toll-free customer service hotline. DAS PS and Participating Entities' reporting information will include all ordering methods.

5. Invoice and Billing

The Proposer agrees to provide an invoice for all services rendered and provide a single monthly bill to the Purchasing Entity.

Staples acknowledges and agrees to this provision.

6. Payment

The Proposer agrees to Accept "Net 30" invoice payment terms.

Staples acknowledges and agrees to this provision.

7. Forced Substitution

For the purposes of this RFP and all resulting Master Agreement(s), the term "forced substitution" is defined as followed:

"The act of replacing any item with an alternate item via the use of software or any other method, resulting in the substitution of any item on any order without the prior consent of the ordering entity."

By signature of the Proposal, Proposer has in good faith offered a discount on all products in each of the categories defined on the price proposal with the full intention of supporting the product offerings in each category via its online catalog, store-front operations, and stocking inventory. If an ordered item is out of stock, the Proposer must agree that it will notify the ordering entity for prior approval before substituting the out-of-stock item. The practice of forced substitution will not be accepted.

Does the Proposer understand and agree that Forced Substitutions are not allowed? *Failure to acknowledge this requirement may result in the rejection of the Proposal.*

Yes	No
X	

8. Training

Proposer must provide training including instructions about how Purchasing Entities, if required, can use the Proposer's online ordering system at no additional cost. This training shall cover, at a minimum, ordering, online ordering, product delivery, product returns, and customer service processes.

Training is essential to program acceptance and ongoing compliance. In order to ensure end users have a full understanding of the program, we can conduct a comprehensive end user training campaign for DAS PS and Participating Entities, timed with program launches and customizable to each Participating Entities' unique needs.

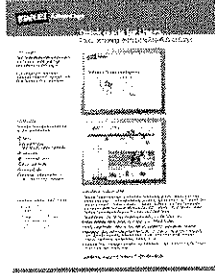
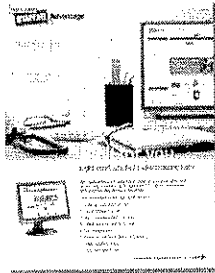
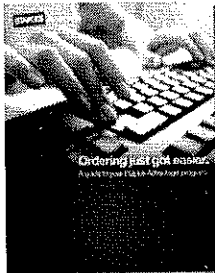
Here's an overview of the support we may provide DAS PS and Participating Entities:

Onsite/Live Training

- ♦ Host a kickoff vendor show and training classes to educate users on the ease and functionality of our e-commerce site, StaplesAdvantage.com
- ♦ Announce these trainings via customized emails and poster announcements weeks in advance, with accessible times and dates
- ♦ Conduct tutorials for employees to learn all of the site's features and enhancements so they can enjoy the easiest buying experience

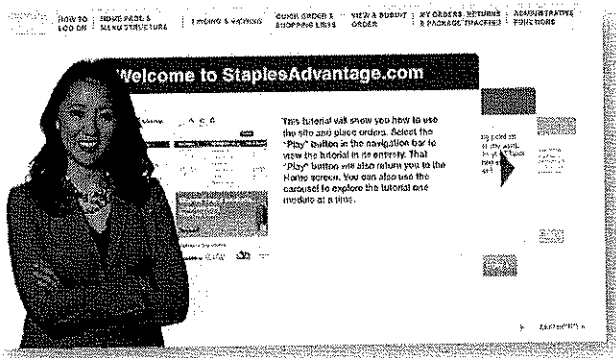
Training Materials

- ♦ Distribute a Staples Advantage e-welcome kit that includes program information, ordering website login credentials and a number of essential training materials
- ♦ Sample training materials include:
 - Ordering Handbook
 - Quick Guide
 - Quick Tips



Online Training

- Offer online training tours accessible anytime through the Customer Service Support page on StaplesAdvantage.com
- Provide an interactive overview of the site and its key shopping and administrative control features



Seminars

- Conduct seminars or Lunch & Learns on topics such as ergonomics, workplace organization and security solutions
- Provide seminars on new StaplesAdvantage.com functionalities and enhancements
- Work with you to determine the appropriate schedule of seminars to get the most participation

9. Freight Policy

All shipments must be F.O.B. Destination, freight prepaid and allowed for all Purchasing Entities. Proposer is responsible for filing and expediting all freight claims with carriers. Proposer must pay title and risk of loss or damage charges. All emergency or rush deliveries that require special shipping and handling should be at the ordering entity's expense, with prior approval from the ordering entity. Emergency or rush shipping charges must be billed as a pass-through charge and added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of a Contractor's error, all shipping costs must be paid by the Contractor.

For Alaska, all shipping and delivery costs must be included for orders within the Anchorage, Fairbanks, and Juneau areas. Shipping and delivery costs for orders outside the Anchorage, Fairbanks, and Juneau areas must be billed to ordering agencies as a pass-through charge and added to an invoice as a separate line item.

For Hawaii, all shipping and delivery costs must be included for orders with delivery locations on the islands of Oahu, Hawaii, Maui, Kauai, Lanai, and Molokai.

Staples acknowledges and agrees and per Section 6.1.2 of the RFP, Staples may negotiate certain terms relevant to shipping and delivery to Alaska and Hawaii.

10. Shipping

All shipments are to be delivered directly to the ordering department/division address, Purchasing Entity. All shipments must include a packing label that includes, at a minimum, the following information on the outside of the package:

- a. Purchasing Entity
- b. Delivery Address
- c. Ordering Entity and Floor
- d. Contact Telephone Number

Staples' packing slip will show the customer name or the Purchasing Entity, the address, the name of the person the order is for and phone number can be entered by end user at the time of order in address line 3.

11. The packing slip must also be included with each shipment, which must include, at a minimum, the following information in no particular order:

- a. Line item description X
- b. Quantity ordered X
- c. Quantity included in shipment X
- d. Any backordered items X
- e. Unit Price and extension X
- f. Number of parcels X
- g. Purchase Order, Delivery Order X
- h. Ordering entity name X
- i. F.O.B. (destination) X
- j. All information contained on the packing label Item Cost Center, Ship Date, Requisitioner, Number/Model Number, Unit of Measure, Payment Method, Terms, Total Value of Order, Special Instructions

Staples acknowledges and agrees to this requirement.

12. Delivery and Distribution

- a. Proposers must be able to distribute all offered products to each WSCA-NASPO entity that signs a Participating Addendum.

Staples acknowledges and agrees to this provision.

b. Proposer must identify all other companies that will be involved in processing, handling or shipping the product to the end-user.

Below is a list of the companies that may be involved in processing, handling or shipping products at the time of proposal:

- ♦ 1st Choice
- ♦ ABF
- ♦ Access Courier
- ♦ Armour
- ♦ BeavEx
- ♦ BES Trucking
- ♦ Capital Express
- ♦ Carlile Trucking
- ♦ Citywide
- ♦ Conway LTL
- ♦ Conway Southern
- ♦ County Courier
- ♦ County Xpress
- ♦ Courier Connection
- ♦ Courier Express
- ♦ DAM Express
- ♦ DHD
- ♦ Dunham Express
- ♦ Dynamex
- ♦ Eagle Express
- ♦ Express
- ♦ FedEx Freight
- ♦ FedEx National
- ♦ Fleet
- ♦ GLT
- ♦ Hot Shot Services
- ♦ Kangaroo
- ♦ Lakeville Motor Express
- ♦ Lasership
- ♦ Logist
- ♦ Mel Martins
- ♦ New England Motor Freight
- ♦ OnTrac
- ♦ Pillow Logistics
- ♦ Postal Express
- ♦ Precision
- ♦ Prestige Delivery Systems
- ♦ RE Bailey
- ♦ Special Dispatch
- ♦ Staples
- ♦ Statewide Courier
- ♦ Superior Delivery
- ♦ UPS
- ♦ UPS Freight
- ♦ Veterans Distribution
- ♦ Yellow Freight

c. Provide the number, size, and location of Proposer's distribution facilities, warehouses, and retail network, as applicable.

Below is a breakdown of Staples' fulfillment centers:

Division	City	State	Sq. Footage
Central	Southfield	MI	113,000
	Arden Hills	MN	113,000
	Kansas City	MO	244,000
	Rochester	NY	123,000
	London	OH	494,000
	Beloit	WI	400,000
East	Oak Creek	WI	271,000
	Putnam	CT	462,000
	Hanover	MD	200,000
	Secaucus	NJ	339,000
	Montgomery	NY	745,000
	Chambersburg	PA	498,000
	Orlando	FL	485,000
	Austell	GA	344,000
	Lithia Springs	GA	188,000
	Charlotte	NC	216,000
	Henderson	NC	170,000
	Memphis	TN	149,000
	Coppell	TX	400,000
	Houston	TX	222,000
	West	Anchorage	AK
Tolleson (Phoenix)		AZ	88,000

Division	City	State	Sq Footage
West	La Mirada	CA	317,000
	Ontario	CA	600,000
	Stockton	CA	378,000
	Brighton	CO	300,000
	Idaho Falls	ID	90,000
	Gresham	OR	200,000
	Auburn	WA	400,000

Please refer to the "Retail Store Locations" tab for a full list of Staples' nationwide locations.

d. Provide Proposer's standard delivery time, options for expedited delivery and return policy.

Staples' Delivery Time and Options

In the U.S., our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Same-day delivery may be available in certain geographies and arranged by contacting Staples Customer Service. Generally, where available, a four-hour lead time is required in order to process same-business-day delivery requests with a cut-off time of 1:00 p.m. local time.

Staples' Return Policy

We will accept returns of a product in resalable condition, within the applicable return period, with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. Occasional exceptions can be made as a courtesy to you.

- We guarantee 100% satisfaction on all Staples® brand, Sustainable Earth by Staples™ or Diversity Product Solutions by Staples™ products. You may return any of these products anytime if they don't meet your satisfaction.
- We conduct a thorough analysis of all damaged or defective products to ensure that any quality issues are corrected by our manufacturers.

Product Category	Applicable Return Period
Office Supplies	30 Days
Software (unopened)*	30 Days
Technology & Business Machines	14 Days
Furniture	14 Days after delivery**
Custom-Imprinted	Not returnable unless damaged/defective

*Opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software.

**Only products in new condition, unassembled and in original packaging are eligible for return. A 35% restocking fee may apply. Special-order or non-stocked furniture is not returnable, unless such products arrive damaged or defective.

Credits

Credits for returned items are issued once the returned item is received back at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after the fulfillment center receives and processes them.

Warranties

Staples will pass along all **manufacturers' warranties** to the customer. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.

Important Notes about All Returns

- ♦ Non-defective dated goods such as forms, batteries, film, ink and toner cartridges are subject to approval and require a Return Authorization for credit.
 - ♦ Calendars cannot be returned after January 31 of the year to which they correspond.
 - ♦ 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.
- e. Provide the Proposer's backorder policy.

Backorders are rare. If a backorder situation does occur, customers will receive an email notification from our Operations Support Department through Varolii, our automated notification tool. Each end user on our e-commerce site can check stock on any item, prior to placing an order, to confirm that the item will be delivered the next business day. The site will also notify the end user at that time if the item has been discontinued or if it will be on backorder, giving the end user an expected delivery date should they still want to place the order. Our Customer Service Representatives can also assist with any questions they may have.

Staples tracks backorder rates through our centralized data repository which records details of every transaction regardless of the geographical location of the original order.

Backorders are tracked on a daily basis in two ways:

- ♦ Backorders are tracked for fulfillment center replenishment. Backorder SKU information is compiled in real-time against our AWR Inventory Control system which calculates average daily demand and automatically issues electronic orders to our manufacturers
- ♦ Backorder information is tracked through our e-commerce ordering solution, providing the end user with accurate expected delivery dates

Finally, users and transactional data all utilize the same platform, allowing for consistent backorder data reporting and fill rate information.

- f. Provide the Proposer's normal delivery time schedule.

As mentioned above in section 12.d, our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday in the U.S.

g. Does Proposer own its own trucks, employ its own delivery drivers, or does Proposer contract with a third party, such as: UPS, FedEx, etc.?

Staples owns our own trucks and employs our own delivery drivers. We operate a fleet of 1,600 company-owned or leased delivery trucks in the U.S. and Canada. To expand our distribution reach, we also maintain deep relationships with a core group of carefully selected third-party courier providers for territories more effectively reached by their delivery networks. These third-party drivers are held to the same high level of excellence as our own uniformed Staples fleet drivers and will work with DAS PS and Participating Entities to understand and deliver your specific requirements.

h. Provide Proposer's delivery policies?

Title and risk of loss in connection with the Products shall pass to ordering entity at the time the products are delivered to ordering entity.

In the U.S., the cut-off time for next-day deliveries is 4:00 pm local time. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

Shipments to Alaska and Hawaii are handled as follows:

- ◆ Shipments up to 159 pounds are shipped UPS 2nd Day Air
- ◆ Shipments over 159 pounds or of non UPS-able items are shipped ocean freight, this also includes any items which are classified as hazmat, including ORM-D
- ◆ Staples policy prohibits us from shipping any fully regulated hazmat items; they must be shipped directly from the vendor
- ◆ Ocean shipments will take an average 14 days from the date of shipment for delivery
- ◆ All orders may be surcharged up to 25% to help offset the cost of freight

i. Provide the Proposer's policy related to orders in excess of 70 pounds. Do they include palletizing?

Orders over 70 pounds will ship by the normal method whether in a fleet, courier, or UPS market. When items are over 70 pounds, we will change the routing to a two man truck versus one man in our fleet and courier markets. In our UPS markets, we divert items over 70 pounds to a Less Than Truckload (LTL) carrier.

We can support palletized delivery in certain markets; however the order must be either a minimum of \$400.00 or 25 cartons.

j. Proposer must identify any cutoff timelines required for same day processing/ordering.

Same-day delivery may be arranged by contacting Staples' Customer Service. Generally, a four-hour lead time is required in order to process same-business-day delivery requests with a cut-off time of 1:00 p.m. local time.

k. If the Proposer's warehouse is not located in Purchasing Entity's state, indicate where the shipments originate from and what the Proposer's contingency plan is for road closures and delays caused by inclement weather.

Staples operates a national network of 29 strategically placed fulfillment centers throughout the U.S. Some of our fulfillment centers supporting the Purchasing Entities under this contract will not be in the same state; however, that doesn't affect our delivery capabilities. A list of our fulfillment centers is provided in the next question as requested.

In the event that a shipment is delayed for any reason, including road closures and inclement weather, customers will be notified of such delay and Staples shall use commercially reasonable efforts to deliver the delayed order(s) as promptly as commercially practicable.

i. Provide a list and location of all of the Distribution Centers and Warehouse operations located within the WSCA-NASPO States operated by the Proposer. (Proposers must only list those in states for which it is proposing.)

Below is a list of our U.S. fulfillment centers broken down by division:

Division	Address	City	State	Zip
Central	23300 Northwestern Hwy.	Southfield	MI	48075
	1233 West County Rd. E	Arden Hills	MN	55112
	1400 N. Cambridge Ave.	Kansas City	MO	64120
	125 Mushroom Blvd.	Rochester	NY	14623
	500 E. High St.	London	OH	43140
	3140 E. Colley Rd.	Beloit	WI	53511
East	120 West Opus Dr.	Oak Creek	WI	53154
	15 Ridge Rd.	Putnam	CT	06260
	7021 Dorsey Rd.	Hanover	MD	21076
	600 Jefferson Ave.	Secaucus	NJ	07094
	100 Hadden Dr.	Montgomery	NY	12549
	1550 S. Main St.	Chambersburg	PA	17201
	10701 Central Port Dr.	Orlando	FL	32824
	7800 Third Flag Pkwy.	Austell	GA	30168
	7701 Staples Drive	Lithia Springs	GA	30122
	13327 Carowinds Blvd.	Charlotte	NC	28273
	1133 Poplar Creek Rd.	Henderson	NC	27537
	4575 Pleasant Hill Rd.	Memphis	TN	38118
	201 S. Northpoint Dr.	Coppell	TX	75019
West	6400 Hollister Rd.	Houston	TX	77040
	4831 Old Seward Hwy. Suite 100	Anchorage	AK	99503

Division	Address	City	State	Zip
West	8602 W. Buckeye Road, Building 4	Tolleson (Phoenix)	AZ	85353
	16501 Trojan Way	La Mirada	CA	90638
	1500 S. DuPont Ave.	Ontario	CA	91761
	4510 Alitalia Ave.	Stockton	CA	95206
	200 Bromley Business Pkwy.	Brighton	CO	80603
	3900 South American Way	Idaho Falls	ID	83404
	19499 NE Riverside Pkwy.	Gresham	OR	97230
	4510 Frontage Rd. NW Suite 102	Auburn	WA	98001

13. Delivery>Returns

All products delivered in poor condition or not ordered may, at the discretion of Purchasing Entity, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods must be made back to the Purchasing Entity once the product has been returned, verified and received back at fulfillment center.

If the Contractor has not picked up or provided for the return of rejected goods within 15 business days of notification of rejection, Purchasing Entity may dispose of them as it sees fit. Contractor must credit the price of the Goods regardless.

Per addendum #5, Question 2, Staples acknowledges and agrees to this provision.

Staples' Return Policy

We will accept returns of a product in resalable condition, within the applicable return period, with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. Occasional exceptions can be made as a courtesy to you.

- We guarantee 100% satisfaction on all Staples® brand, Sustainable Earth by Staples or Diversity Product Solutions by Staples products. You may return any of these products anytime if they don't meet your satisfaction.
- We conduct a thorough analysis of all damaged or defective products to ensure that any quality issues are corrected by our manufacturers.

Product Category	Applicable Return Period
Office Supplies	30 Days
Software (unopened)*	30 Days
Technology & Business Machines	14 Days
Furniture	14 Days after delivery**
Custom-Imprinted	Not returnable unless damaged/defective

*Opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software.

**Only products in new condition, unassembled and in original packaging are eligible for return. A 35% restocking fee may apply. Special-order or non-stocked furniture is not returnable, unless such products arrive damaged or defective.

14. Fuel Surcharge

If fuel prices rise more than 25% above the current US Department of Energy's average diesel price as of the closing date of this RFP, the Participating State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the DAS PS prior to implementation.

Staples acknowledges and agrees to this provision.

15. Emergency Management and Recovery

Provide a description of the Proposer's policy and process if a disaster occurs for the following items at a minimum:

a. Data Recovery and Online Ordering

Staples' critical business services and main applications have a disaster recovery plan in place in case of a disaster. The main applications perform failover testing during the year to validate the data and application recovery. All data is kept off site in case of a major disaster and recovery is needed.

b. Disaster Delivery

Staples' has internal documentation in place in case of a major disaster for critical applications. The groups test their disaster recovery plan at least once a year to ensure connectivity during a disaster.

c. Warehouse Access

Staples has an incident crisis plan for distribution centers and fulfillment centers, these includes a detailed communication plan. The communication plan included an automated tool allowing groups to be alerted properly.

d. Emergency Contact Phone Numbers

The emergency crisis plan includes a detailed communication plan, which reached out the senior leaders when appropriate. The public relations group keeps a detailed list of key groups and people to contact.

e. Provide a description of Proposer's emergency response plan and backup strategy.

Staples detailed response plan is in place in case of an emergency. The crisis plan includes a vendor for alert and notification services for store locations. We also have several communication methods with our customers and stakeholders.

16. Reporting Requirements Itemized tracking is necessary, along with regular reports that can be sorted by Purchasing Entities, shall include, at minimum product name, SKU or OEM product number, category, volume, and dollar spend. In addition, Proposers must agree to include information in their report about the sustainability attribute(s) of each product purchased. Purchasing Entities require monthly electronic (Excel) usage and quality reports.

Staples acknowledges and agrees to this provision.

16.1 These reports should include at a minimum, but not be limited to, the following metrics in no particular order:

- a. Fill rate
- b. Delivery success rate -
- c. WSCA-NASPO Master Agreement number
- d. Usage broken down by state, state agency, political subdivision and location
- e. Number of orders placed
- f. Total dollar value of orders placed during the reporting period
- g. Average value of each order
- h. Sustainability certifications (e.g., ENERGY STAR, Forest Stewardship Council, Green Seal, GREENGUARD, etc.) and standards (e.g., compliance with US EPA recycled content guidelines as well as total and post-consumer recycled content) of each product sold on the Price Agreement).

Staples acknowledges and agrees to this provision. Please refer to the "Sample Reports" tab for examples of Staples' reporting.

16.2 Each State and each Participant may develop its own reporting criteria.

Staples acknowledges and can meet this requirement.

16.3 Proposer must be able to provide evidence to the Contract Manager of its Cost for any item in the catalog where an ordering entity was charged a higher price than the list price adjusted by the applicable percentage discount off the category containing the specific item. Proposer must furnish the Contract Manager with reports on a monthly and quarterly basis in a format mutually agreed upon by the State and the Proposer. These reports should be submitted by the 15th of the month, following the month or quarter for which the report is due.

Staples acknowledges and agrees that if an ordering entity was charged a higher price than the list price adjusted by the actual discount, we will provide evidence of the contract list price and sell price.

17. Packaging Requirements

- a. All products must be manufactured and packaged under modern sanitary conditions in with federal and state law and standard industry practice.

Staples works collaboratively with all of its suppliers on continuous environmental and social improvements, and requires that, like Staples, they comply with all applicable laws and regulations.

b. Each case, bottle and container of cleaning and maintenance chemicals must have the following markings in English:

- i. Name and address of manufacturer**
- ii. Brand name of product**
- iii. Net contents in U.S. standard pounds, ounces, gallons, or fluid ounces**
- iv. Directions for use, including recommended use dilution and precautionary handling instructions**
- v. Recommended antidotal action, if applicable (English & Spanish)**

While Staples works collaboratively with all of our suppliers and we require that, like Staples, they comply with all applicable laws and regulations. The information is requested above is available, but depending upon applicable regulations, may not be printed on every case, bottle and container of cleaning and maintenance chemicals. In the event the information is not marked, we will work to get the required information.

c. Packaging must be constructed to assure safe delivery.

Staples acknowledges and agrees to this provision.

d. Shipments not in accordance with the above will be refused or returned to Contractor, freight collect.

Staples acknowledges and agrees to this provision.

e. Cleaning products, art supplies and other office products offered on this Master Agreement that contain chemicals that are known by the State of California to cause cancer, birth defects or other reproductive harm must contain a "Proposition 65" warning label on its primary packaging and on the ordering website.

Staples works collaboratively with all of its suppliers on continuous environmental and social improvements, and requires that, like Staples, they comply with all applicable laws and regulations including Proposition 65 and other environmental regulations.

f. Contractors may not use polystyrene packing peanuts to fulfill any orders under this Master Agreement. Other types of difficult-to-recycle packaging such as rigid polystyrene or polyurethane foam, polyvinyl chloride (PVC), or multi-material packaging is strongly discouraged. Contractors are encouraged to minimize the quantity of packaging they use to deliver products under this Master Agreement.

Staples works collaboratively with all of its suppliers on continuous environmental and social improvements, and requires that, like Staples, they comply with all applicable laws and regulations.

g. Packaging may not contain more than 100 parts per million of lead, cadmium, mercury or hexavalent chromium, which is consistent with the Toxics in Packaging legislation that has been developed by the Council of Northeastern Governors and adopted by at least 19 States. For more information, see <http://www.toxicsinpackaging.org>.

Staples works collaboratively with all of its suppliers on continuous environmental and social improvements, and requires that, like Staples, they comply with all applicable laws and regulations.

18. Recycling Services for Certain Products Offered on this Master Agreement

All Contractors on this Master Agreement must provide a system for the collection and recycling of all toner and ink cartridges that is free of charge to Purchasing Entities. Contractors must also offer free collection and recycling services for rechargeable batteries, which may be through the industry-financed Charge2recycle Program or a similar service. Proposers must describe the recycling programs they offer that meet these requirements.

Ink and Toner Recycling

We make it easy to recycle your used ink and toners cartridges by picking them up for free. Staples and our partner Clover Technologies are committed to ensuring that our ink and toner recycling program is a zero waste process. We:

- ♦ Reuse components rather than grinding the cartridges down to base materials
- ♦ Recycle the core and the end caps, reuse the clamshell packaging and always ship in bulk to the recycling center
- ♦ Disassemble the cartridge into its component parts when a cartridge is no longer suitable for remanufacturing
- ♦ Regrind components, such as the plastic and use in the plastic of other products such as plastic casings and clips for ink and toner

Technology Recycling

As a value-add, we can help your employees responsibly recycle a wide range of technology items at U.S. retail stores. This includes **free recycling** and **data destruction** of:

- ♦ Technology products, through our recycling partner Electronic Recyclers International, including:
 - All printers, computers and other office technology products
 - Small computer components (mice, speakers, keyboards, etc.)
 - Small electronics including GPS devices, digital cameras, MP3 players, mobile phones and cordless phones
- ♦ Rechargeable batteries can be recycled **free of charge** using collection boxes requested from our recycling partner the Rechargeable Battery Recycling Corporation

Staples can also help customers coordinate collection of old lamps, ballasts and lights, digital tapes and media for responsible recycling, as well as office furniture for decommissioning.

19. Samples

- a. DAS PS reserves the right to request samples for performance testing and environmental conformance assessment during the Proposal evaluation period and anytime throughout the life of this Master Agreement.

Staples acknowledges and agrees to this provision.

- b. All samples shall become property of DAS PS or WSCA-NASPO Participating State. Such samples must be furnished free of charge.

Staples acknowledges and agrees to this provision.

THE FOLLOWING MANDATORY REQUIREMENTS APPLY ONLY TO PROPOSERS THAT ARE OFFERING PRODUCTS ON TRACK 2: GREEN OFFICE SUPPLIES

All products Offered on Track 2: Green Office Supplies must meet at least one of the following environmental or health standards.

- A. Multi-Attribute Certification or Recognition
- B. Single-Attribute Certification or Recognition
- C. Recycled Content Standards
- D. Other Environmental and Health Criteria Referenced in this Solicitation
- E. Environmental and Health Specifications for Certain Categories of Office Supplies
 1. Toner and Ink Cartridges (Remanufactured, High-Yield and Biobased Certified) Toner and ink cartridges that qualify as environmentally preferable (green) on this Price Agreement include:
 - Remanufactured High-Yield Cartridges
 - High-Yield Original Equipment Manufacturer (OEM) Cartridges
 - Remanufactured Standard-Yield Cartridges
 - Certified Biobased Cartridges
 2. Surface Disinfectants and Sanitizers

Staples acknowledges and agrees to this requirement.

Our remanufactured toners offer significant cost savings and meet our high environmental and quality standards. Benefits include:

- Remanufactured in a facility that is certified and operates under ISO 9001:2000 and ISO 14001 quality standards
- First of its kind full Life Cycle Assessment (LCA) for remanufactured toner
 - http://www.staplesadvantage.com/sp/seb_lca/index.html
- 100% post production tested for optimum quality and performance
- Backed by a one-year limited manufacturer's warranty
- Packaging uses ink that is 100% vegetable oil based, soybean compliant

- * Boxes and corrugated inserts are made from 90% post-consumer recycled content
- * Staples will responsibly recycle your used cartridges for free

21. Prohibited Chemicals, Materials and Packaging Containers

No products or packaging offered on Track 2: *Green Office Supplies* of this Price Agreement may contain the following:

- a. Carcinogens by IARC, NTP, OSHA or State of California (Known or Suspected/Reasonably Anticipated) such as Arsenic, Asbestos, Benzene, Cadmium, Coal tar pitch, Chloroform, Chromium VI, DEHP, Ethyl benzene, Formaldehyde, Lead, Mercury (except in fluorescent lighting, 3.0 ug Hg max in CFLs), Ortho-Phenylphenol, Polystyrene, Polyvinyl chloride (PVC), etc. except Nickel, which is commonly found in rechargeable batteries.
- b. Asthmagens (on the AOEC List) such as Ammonia, Benzalkonium chloride, Epoxy resins, Ethylene diamine, Formaldehyde, Hydrochloric acid, Methyl methacrylate, Monoethanolamine, Quaternary ammonium chloride compounds, Polystyrene, Polyvinyl chloride (PVC), Sodium hypochlorite (Chlorine bleach), Triethanolamine, Turpentine) except latex. Latex-free products are available on Track 2: Green Office Supplies.
- c. Reproductive Toxins (Known to the State of California to Cause Birth Defects, Other Reproductive Harm or Developmental Toxicity) such as Toluene, Dibutyl phthalate and other Phthalates.
- d. Fluorinated Compounds (such as fluorinated stain-resistance compounds, Difluoroethane, Tetrafluoroethane, Tetrafluoroethylene, etc.)
- e. Triclosan, Tricloban or Microban as well as all antimicrobial hand soaps
- f. Mercury in fluorescent lighting in amounts that exceed the European Union's 2011 Restriction of Hazardous Substances (RoHS) Directive (2011/65/EU)
- g. Bis-Phenol A
- h. Nanotechnology (including any products that are marketed as containing nanotechnology)
- i. Plants or animals that are listed as endangered or threatened endangered by the Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora
- j. Aerosol containers

Staples acknowledges and agrees to this requirement.

22. Documentation of Environmental Attributes

Proposers offering environmentally preferable products on this Price Agreement must confirm adherence to the specifications listed above for those items. All products offered on Track 2: *Green Office Supplies* of this Proposal must be either certified by a third party (such as ENERGY STAR, Green Seal, GREENGUARD, etc.) OR the Proposer must be able provide documentation of compliance with the environmental specifications for each item. The certification or documentation of compliance with the environmental specifications required for these products in no way exempts compliance with other applicable occupational health, safety and environmental standards.

Staples acknowledges and agrees to this requirement.

If the product is required to have another attribute that is listed in the specifications, the Proposer is likewise required to demonstrate that it meets that criterion. If the documentation is not available online, it must be submitted upon request during the Proposal evaluation period. Sample product labels are acceptable. In such cases, DAS PS mandates the required submission be made within seven (7) days of either oral or written notification by the State. Failure to comply within this time frame may result in the rejection of its Proposal for that product item only.

Staples acknowledges and agrees to this requirement.

23. Verification of Ongoing Compliance with Environmental Specifications

If awarded a Master Agreement for products on Track 2: *Green Office Supplies*, the Contractor must agree to supply proof of environmental certification or other documentation of compliance with the environmental specifications in this Master Price Agreement) for all products (including any additional products added to the Master Agreement throughout the duration of the Master Agreement), if requested by DAS PS or any Participating State. Failure to do so may result in the rejection of the product item that lacks current certification.

Staples agrees to supply proof of environmental certification or other documentation of compliance with the environmental specifications in the Master Price Agreement for all mutually agreed upon products.

Before we can agree to add additional products to the Master Agreement during the duration of the Master Agreement, Staples will need to understand what certifications DAS PS or any Participating Entities are looking for and ensure that the additional product(s) exist before adding additional mutually agreed upon products to the Master Agreement.

PART 3: DESIRABLE CRITERIA

1. Implementation and Communication Possible Points: 75

a. Describe in detail the Proposer's implementation plan, including all process steps.

Several Participating Entities under the DAS PS agreement currently have a fully implemented Staples program at locations throughout the U.S. By choosing to continue your relationship with Staples, DAS PS and Participating Entities will avoid the time and costs associated with implementing a program with a new vendor. In place of implementation, Staples can conduct a reintroduction program with the goal of further streamlining and improving the program's performance.

We have included a sample of our implementation plan which outlines the steps involved for implementing new Participating Entities. **Please refer to the "Sample Implementation Timeline" tab for a preliminary implementation plan.**

Staples' Implementation Process and Timelines

Staples has more than 300,000 implementations under our belt, many of them conducted for cooperative organizations across the county. Our track record and experience means you can feel assured of a smooth, on time transition that meets all of your business requirements.

With Staples, Participating Entities will experience the benefits of changing a supplier and while minimizing the costs.

Our approach differentiators can include:

- ♦ A dedicated Project Manager to oversee the entire implementation process, reducing the demands on your team and keeping all supporting teams and tasks on track.
- ♦ Consistent program adoption across Participating Entity locations. Our Field Marketing team can develop and execute a detailed communication plan for end users, minimizing business disruption and the fear of change.
- ♦ Increased compliance savings through e-commerce tools that can capture new users currently purchasing outside your programs and enroll them quickly.
- ♦ Issues are surfaced and resolved quickly. With Jennifer Sachs and Staples' account management teams, communication lines to the Participating Entity teams are streamlined and simplified.

Proven Process

Consistent execution is the hallmark of any effective process. Staples' proprietary three-step implementation is the result of hundreds of customer implementations. It has been refined and honed with each customer implementation so that we can ensure an even easier transition and implementation experience for you.

- ♦ **Discovery** – We perform research to uncover your unique program needs and requirements with a focus on driving process improvements
- ♦ **Design** – We leverage our cross functional Implementation team to build your program, from your product assortment to ordering systems
- ♦ **Deployment** – We ensure optimum end user compliance by launching your program with full communication support

Throughout the implementation process, the account management team may maintain continuous communication with Participating Entities using a detailed project plan similar to the sample included in our response.

Communications that Maximize Compliance

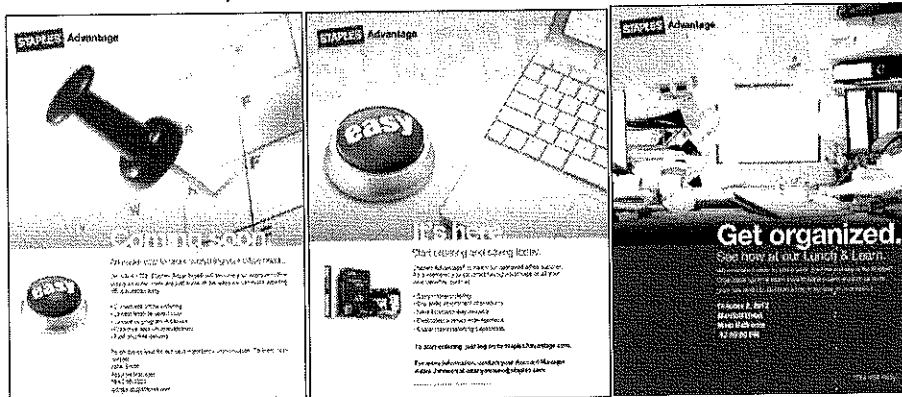
Experience shows that effective end-user communication is critical to the successful launch of any new office supply program. Staples Advantage has made it easy for DAS PS and Participating Entities by offering our Field Marketing team as a strategic resource for program communication needs.

Benefits to you:

- ♦ A customized communication plan to ensure the rapid and successful deployment of your Staples program
- ♦ Eye-catching flyers, posters, emails and other materials that communicate the benefits of your Staples program and help ensure program compliance across remote locations
- ♦ Welcome kits and other training tools that educate end users on our online ordering system, increasing program adoption and reducing time spent ordering supplies
- ♦ Onsite events and productivity fairs that provide end users with product education and resources to help them find the right products they need for the job, minimizing returns

Our Field Marketing team is dedicated to helping DAS PS and Participating Entities achieve your strategic procurement objectives beyond just office supplies. For example, they can work with you to develop customized education programs to help you achieve your environmental purchasing goals or to provide increased awareness around topics such as health and wellness.

Sample Communications Used During Program Deployment



Email Registration Process

Getting each end user to register for a new supply program can be time consuming. Staples can remove this cost for DAS PS and Participating Entities through our automated e-mail registration tools. This process involves the development of customized HTML or text email registration forms that are sent to your end-user

communities, prompting them to register online. We then use this information to build user profiles for our ordering website.

Benefits to you:

- ♦ Saves you the time and hassle of having to gather end user information – we manage the entire process for you
- ♦ Speeds up the deployment process by gathering essential end user information quickly
- ♦ Increases program compliance by immediately registering end users to our online ordering platform
- ♦ Makes it easier to add new users, update ship-to location information, manage maintenance requests and sign up users for e-commerce training
- ♦ Results in a database of end user information you can use for your other projects and strategic procurement initiatives

b. Describe in detail the specific information, resources, and assistance the Proposer will require from each Purchasing Entity to implement the Master Agreement.

Staples will work with DAS PS and each Participating Entity to determine the necessary information to set up each end user quickly and efficiently. Information requested will include, but not limited to, end user name, email address, phone, ordering approval requirements, physical address and Participating Entity name. Staples will work with the appropriate procurement contacts within each participating entity to ensure we have the correct information and people involved.

c. How soon from execution of the Master Agreement will the online ordering system be available to each Purchasing Entity? If a phased implementation is planned in terms of limited functionality vs. complete functionality, please specify.

Purchasing Entities that are currently using StaplesAdvantage.com will have access to any resulting contract from this RFP on the effective date of the contract. For those Participating Entities not currently using StaplesAdvantage.com, Staples will make available the option to implement the online ordering system immediately after the effective date of the contract pending the implementation process as described above in section, 1.a.

d. Describe in detail the Proposer's experience when implementing customer relationships of equivalent size and complexity?

Through its vast experience successfully implementing office supply programs for the world's largest and most complex customers, Staples has the change management expertise to know what works and the agility and best-practice learnings to customize our implementation process to meet customer time frames. Staples experience with implementing and managing cooperative contracts and GPO agreements is vast. Our model employs the Vertical Market team to manage the master agreement that includes working with field sales management on compliance, training and deployment. Field sales then implements and manages the individual Participating Entities. Most critical to the successful implementation of Participating Entities is the timely and accurate exchange of information regarding ordering and invoicing infrastructure as well as program requirements. Once Staples is in receipt of this vital information, Staples' standard implementation timeframe is 30 days.

e. Describe in detail any limitations of Proposer's e-commerce site.

StaplesAdvantage.com doesn't currently have the ability to do the following:

- ♦ Include List/Catalog price
- ♦ Create a print job and pick it up at the retail store
- ♦ Create automatic reoccurring orders through the website
- ♦ Pull usage reports online

2. Excellent Customer Service Possible Points: 75

Both Purchasing Entities and Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer service and satisfaction. Customer service adds value to a product and builds enduring relationship. Customer Service is a vital function of how well a firm is able to constantly and consistently exceed the needs of the customer.

Attributes that contribute to Excellent Customer Service:

- a. Courteous
- b. Knowledgeable and well-trained
- c. Critical thinking skills
- d. Authority to make policy decisions
- e. Problem Solvers

Staples acknowledges and agrees to this provision. Staples is committed to providing excellent customer service and we have well-trained, high quality Customer Service Representatives ready to provide a superior level of support to DAS PS and Participating Entities.

2.1 Describe Proposer's approach to customer service as it relates to online ordering, invoicing, and problem solving including how the Proposer's program will meet and exceed the needs of the WSCA-NASPO Participating States.

Customer service is one of the most important jobs at Staples. Our Customer Service Representatives interact with Participating Entity end users more often and more closely than anyone else at Staples. That is why we choose only the best for our Customer Service team and train them extensively to give the highest caliber service. Our customer service call center associates handle more than four million telephone, email and fax inquiries from our customers per year.

Key differentiators that result in higher satisfaction for DAS PS and Participating Entities:

- ♦ A One & Done service commitment – Our associates are empowered and trained to resolve the majority of issues upon first contact, without having to transfer customers 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 – You will not be transferred to an overseas call center or automated computer system.
- ♦ Proactive notification: You will receive alerts if your delivery is 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.
- ♦ A continuous feedback loop – We review all customer feedback and if you're not satisfied, we'll follow up directly with you to make things right.
- ♦ 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 your organization.

Serving Your Needs

Staples Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, anywhere in the 48 contiguous U.S., Alaska and Hawaii. Staples' Customer Service will provide DAS PS and Participating Entities' end users with daily, ongoing support for the following needs:

- ♦ Placing orders
- ♦ Verifying pricing
- ♦ Checking order status
- ♦ Confirming inventory levels
- ♦ Cross-referencing stock numbers
- ♦ Expediting rush and will-call orders
- ♦ Processing customer returns and credits
- ♦ Delivering special service requirements
- ♦ Providing packing slip and invoice documentation
- ♦ Problem solving

3. Training Possible Points: 45

Describe in detail the Proposer's ability to offer training that may be required to ensure ordering entities have a thorough understanding of all ordering processes including any online systems.

a. Webinars

We understand that ordering supplies needs to be a simple process to allow users to quickly return to their normal job responsibilities. This is why Staples, in addition to having an easy ordering process, has developed user-friendly training options to ensure all questions on the ordering process are thoroughly addressed.

Staples can conduct webinar trainings as needed for DAS PS and Participating Entities. We can host webinars for up to 300 attendees at a time and we can record the webinars and make them available for download. DAS PS and Participating Entities will be able to save the video and make it available on your networks for end users to access at their convenience. Staples also has the ability to create and host a short training video for DAS PS and Participating Entities to access when needed.

b. Information and training materials that are translated into multiple languages such as Spanish, French and Chinese.

In addition to webinars and training videos, we offer training guides, help functions on our website and access to live assistance. We can also provide the critical training materials in other languages as needed and as agreed upon by the customer and Staples. We are committed to ensuring DAS PS and Participating Entities have all the support you require.

4. Geographic Coverage Possible Points: 10

For those states proposed, describe Proposer's sales and service coverage area.

Staples has a national service footprint and we provide sales and distribution coverage for the entire U.S.

The following list does not include the home addresses of our remote Sales teams and Account Managers. These individuals are located in every major city and market to ensure Staples provides adequate coverage to meet our customers' needs.

<i>Northeast Region</i>	<i>Mid-Atlantic Region</i>	<i>Central North Region</i>	<i>Southeast Region</i>
Cromwell, CT	Hanover, MD	Little Rock, AR	Bessemer, AL
Stratford, CT	Cary, NC	Lowell, AR	Huntsville, AL
Sharon, MA	Charlotte, NC	Urbandale, IA	Deerfield Beach, FL
Southboro, MA	Greensboro, NC	Overland Park, KS	Fort Myers, FL
Stoneham, MA	Henderson, NC	Arden Hills, MN	Jacksonville, FL
Englewood, NJ	Raleigh, NC	Mankato, MN	Orlando, FL
Morristown, NJ	Aston, PA	Kansas City, MO	Pembroke Park, FL
Albany, NY	Bristol, PA	St. Louis, MO	Tampa, FL
Amherst, NY	Alexandria, VA	Omaha, NE	Atlanta, GA
East Syracuse, NY	Richmond, VA	Okiahoma City, OK	Austell, GA
New York, NY	Vienna, VA	Tulsa, OK	College Park, GA
Rochester, NY	Virginia Beach, VA	Green Bay, WI	Macon, GA
Valley Stream, NY		Madison, WI	Columbia, SC
		Oak Creek, WI	Brentwood, TN
		Onalaska, WI	Chattanooga, TN
			Knoxville, TN
			Memphis, TN
<i>Midwest Region</i>	<i>Northwest Region</i>	<i>Central West Region</i>	<i>Southwest Region</i>
Lombard, IL	Anchorage, AK	Aurora, CO	Tolleson, AZ
Indianapolis, IN	Fresno, CA	Broomfield, CO	Chatsworth, CA
Louisville, KY	Newark, CA	Baton Rouge, LA	La Mirada, CA
Cincinnati, OH	Sacramento, CA	Albuquerque, NM	Los Angeles, CA
Columbus, OH	San Francisco, CA	Austin, TX	Monrovia, CA
Richfield, OH	Reno, NV	Coppell, TX	Ontario, CA

Midwest Region	Northwest Region	Central West Region	Southwest Region
Pittsburgh, PA Livonia, MI Southfield, MI	Eugene, OR Portland, OR Auburn, WA	Houston, TX Irving, TX San Antonio, TX	Poway, CA Boise, ID Las Vegas, NV Portland, OR Salt Lake City, UT

5. Sustainability Quest Possible Points: 45

List and describe the Proposer's programs, accomplishments and plans related to improving the sustainability of its operations.

a. Does Proposer have a written sustainability policy? (Yes/No)

i. If yes, please attach a copy and explain how it is being implemented.

Yes. Staples has a written sustainability policy. Please refer to the "Sustainability Policies" tab for information on our sustainable paper procurement policy and safer chemical and material policy.

ii. If no, please describe any plans Proposer has underway to develop and implement a sustainability policy.

Not applicable.

b. Does Proposer have one or more designated Sustainability Managers? (Yes/No) If yes, please describe the scope of their roles and responsibilities.

Yes. The following personnel are responsible for environmental performance within the Staples organization:

Mark Buckley, Vice President, Environmental Affairs

Mark Buckley directs Staples' global environmental commitment and sustainable business practices. He is responsible for the adoption of eco-conscious products, waste reduction and recycling initiatives, global carbon reduction and renewable energy strategies and environmental education for customers and associates.

Mark is 22-year Staples veteran and was previously Vice President of Facilities Management and Purchasing at Staples. His responsibilities included directing company-wide recycling and energy conservation programs, starting in 1993. He has also served as a key member of Staples Environmental Action Group. Prior to joining Staples, Mark held several leadership positions in the field of environmental management for Star Market, Continental Baking, General Environmental Services inc. and the U.S. Department of Interior/Aquaculture Project. He holds a bachelor's degree in Biology from St. Anselm's College and is an active member of several environmental groups for the state of Massachusetts.

Roger McFadden, Vice President, Senior Scientist

Roger McFadden is a subject matter expert on eco-conscious cleaning chemicals for Staples Facility Solutions and supports the company's environmental vision. Roger is a nationally recognized leader in the fields of green cleaning products, ecological sustainability, and safer chemicals. He frequently speaks on environmental, safety and health topics.

As the creator of Staples' exclusive line of Sustainable Earth cleaning products, Roger has developed the commercial cleaning industry's most stringent standard for evaluating environmental, health and safety impacts of cleaning products. Roger is a charter member of the Green Chemistry Commerce Council and currently chairs a committee to advance Green Chemistry and the EPA Design for the Environment Formulator Initiatives. He is a member of the California Green Ribbon Science Panel and has served as the chairman of former Oregon governor Kitzhaber's Community Sustainability Council Workgroup for Cleaning. Roger is a frequent speaker on environmental, safety and health topics to health care organizations, educational institutions, public agencies and private corporations.

Jake Swenson, Director, Sustainable Products and Services

Jake Swenson is responsible in helping establish Staples as a leader in developing and selling more sustainable products and business solutions to our customers. He works closely with our merchant teams and Staples Brands Group to provide technical guidance in sustainable supplier collaboration. He is also responsible for our relationship with Rochester Institute of Technology's Galisano Institute for Sustainability.

Jake is a nine-year Staples veteran and has been instrumental in building Staples existing environmental position. He has held positions of Corporate Social Responsibility Analyst, Program Manager, Corporate Responsibility and Manager of Sustainability respectively. He has provided considerable global support to all areas of our business related to sustainability including building and updating our Staples Soul and environmental websites, improving our technology recycling policies and processes, improving our capability to track environmental product sales, working with Staples Brands Group on sustainable product offerings, launching a global corporate responsibility data collection system and crafting and launching a revised Paper Procurement Policy. Jake received his BA in Politics from Princeton University and earned both his MBA and an MS in Environmental Policy from the University of Michigan Erb Institute for Global Sustainable Enterprise.

Arnesha Patterson, National Manager of Sustainable Business Solutions

Arnesha Patterson works directly with Staples' customers, product category specialists and sales teams to assist our customers and the business community attain their environmental goals and initiatives. She analyzes emerging environmental trends, assists customers with sustainability in associate engagement, establishes metrics and reports for each client, develops client specific environmental project plans and helps our customers develop a sustainable supply chain across all product categories.

Arnesha is an eight-year Staples associate and was previously a District Sales Manager and a Staples Corporate Coach. With her background being in training development and sales coaching she specializes in insights, innovation and is privileged to be able to contribute on a national scope. Her main goals are to help green the environment, show organizations how to positively effective their bottom line through greener spend and build relationships through her organization and community. She believes creating and increasing greener participation simply starts with our customers.

Ken Perdue, National Manager of Sustainable Business Solutions

Ken Perdue works directly with Staples' customers, product category specialists and sales teams to assist our customers and the business community attain their environmental goals and initiatives. He analyzes emerging environmental trends, assists customers with sustainability in associate engagement, establishes metrics and reports for each client, develops client specific environmental project plans and helps our customers develop a sustainable supply chain across all product categories.

Ken is a 26-year veteran of Staples and was previously an Account Manager, District Sales Manager and a Regional Environmental Manager. He speaks and consults with state agencies, counties, municipalities, educational institutions, corporate accounts and a multitude of chambers of commerce nationwide in their efforts to reduce their climate footprint. Under the guidance of Staples leadership, account management and Ken's environmental consultation, Staples assist organizations in deriving maximum financial, associate engagement, environmental, and service related benefits. His emphasis on "Eco Conservation" (Consumption Reduction) through continued conservation adoption allow businesses to Reduce, Renew and Recycle while making the task of going green extremely pragmatic, educational and cost effective.

Lisa Ingmarsson, Sustainability Manager

Lisa Ingmarsson has been with Staples for three years. She is responsible for tracking and reporting Staples' corporate environmental goals and metrics to a wide audience, supporting customers' sustainability programs, engaging Staples associates around sustainability initiatives and communicating (internally and externally) about Staples' sustainability initiatives. Lisa earned her MBA and MS in Sustainable Systems from the University of Michigan, as well as her BS in Environmental Policy. She has a background in environmental consulting, marketing communications and business development.

c. Describe the environmental qualifications, accreditations, etc. (e.g., LEED AP) of the Proposer's staff.

Staples has nine Leadership in Energy and Environmental Design (LEED) APs within the organization.

d. Describe the scope and accomplishments of any specific sustainability initiatives that the Proposer has implemented to reduce the negative environmental, health and/or social impacts of its operations. For example, what has Proposer done to: i. Reduce the amount of energy that is consumed to maintain Proposer's operations through energy efficiency improvements or the installation of renewable energy technologies;

Internal Sustainability Practices

At the end of the day, you want to know that your suppliers are practicing the same values in their business as you do in yours. Staples has a long track record of sustainability. We are ranked 10th by NEWSWEEK's 2012 Green Ranking of America's 500 Large Corporations and were awarded the ENERGY STAR Partner of the Year Award for Energy Management in 2011 and 2012. We have also been a component of the Dow Jones Sustainability Index for nine consecutive years. We were the first supplier to develop a formal policy on sustainable paper sourcing strategies and we also launched the first nationwide retail computer recycling program.

Our Sustainability Strategy

Our environmental programs are part of our broader commitment to corporate responsibility – what we call Staples Soul. In addition to operating our business sustainably, Staples Soul includes supporting the communities where we live and work, promoting a culture of integrity and ethical business practices and fostering a diverse workforce and supplier base.

In 2010, Staples announced our new vision to maintain leadership in sustainability. Our strategy for leadership in sustainability encompasses five pillars:

- ♦ **Sell more green products and services:** We offer more than 10,000 eco-conscious products across multiple broad categories, with third-party certifications for many.
- ♦ **Offer easy recycling solutions for our customers:** We offer easy and free ink and toner recycling, available for driver pickup, as well as free recycling and data destruction of technology products at retail stores. Staples is one of the world's leading ink recyclers (more than 71.5 cartridges were collected globally). We also recycled over 20.5 million pounds of technology waste last year.
- ♦ **Eliminate operational waste:** We're reducing packaging waste by partnering with our suppliers, driving a re-packaging initiative for Staples® brand products, developing technologies to optimize box sizes and recycling extensively with our customers and in our own operations.
- ♦ **Maximize energy efficiency and renewable energy use:** As one of the largest green power purchasers in the country, we're obtaining a growing percent of energy from renewable sources as well as utilizing green building design and driving significant fuel efficiency.
- ♦ **Drive positive change in the global community:** We aim to be responsible global citizens, driving sustainability wherever we do business.

An important project to drive progress across our five pillars is our "Race to the Top" initiative mentioned above. We know that in order to have the greatest impact we have to create change across the office supplies industry, not just in our own operations. By pushing our suppliers to compete not only in terms of product quality, cost and features, but in finding innovative solutions for product manufacturing, packaging and distribution we're broadening our scope.

The first priority for our supplies is developing environmentally sustainable packaging. We're also collaboratively developing sustainability scorecards to measure products and packaging.

Reporting Our Progress

In order to remain accountable for the impacts of our organization, Staples manages and monitors the environmental impacts of our operations, from our energy use to our purchasing. We report on progress toward reducing our environmental footprint regularly in our corporate responsibility reporting and on our public website. Even when we fall short, it's important we share our progress and learn from it.

Some of our major goals include:

- ♦ Recycle 100 million ink and toner cartridges and 40 million pounds of e-waste annually
- ♦ Reduce waste to landfill by 25% from 2010 to 2020
- ♦ Reduce carbon emissions by 50% from 2010 to 2020
- ♦ Improve our U.S. fleet fuel economy by 15% by 2015
- ♦ Reduce electrical intensity of our operations by 25% from 2010 to 2020

- ♦ Achieve ENERGY STAR certification at 50% of our active U.S. locations by 2020
- ♦ Reduce packaging materials in the U.S. by 20% by 2020

To meet these goals, we are taking a multi-faceted approach, including energy efficiency, green building design, fuel efficiency of our delivery fleet, recycling and packaging redesign and responsible purchasing.

Energy Efficiency and Renewable Power Investment

- ♦ Through investment in energy-efficient technology and other energy conservation efforts, Staples has reduced energy use per square foot by approximately 15% since 2001, saving the company over \$10 million in 2011. Globally, we aim to reduce the electrical intensity of our global operations by 25% between 2010 and 2020 (our electrical intensity decreased about 3% from 2010 to 2011) and our global carbon emissions by 50% between 2010 and 2011 (our emissions decreased about 7% before offsets and 56% after offsets, largely due to our purchase of renewable energy certificates).
- ♦ We were awarded the ENERGY STAR Partner of the Year Award for Energy Management in both 2011 and 2012 in recognition of our efforts to maintain the highest standards of excellence in energy efficiency.
- ♦ Ranked 7th on the EPA's Green Power Partnership Fortune 500 list of leading renewable energy purchasing companies and 4th among retailers as of October 2012. In 2011, we purchased 341 million kWh of green power, equivalent to 52% of Staples' total national electricity use. This quantity of green power purchased helps offset more than 300,000 tons of CO₂, equal to what's emitted by the electricity use of more than 30,000 average U.S. homes annually.
- ♦ We host 36 solar power installations at our facilities nationwide, which produced more than 12.7 million kWh of clean energy in 2011 and have several additional sites under consideration.
- ♦ We commissioned the company's first natural gas fuel cell in conjunction with Bloom Energy in 2009, which along with a solar power system, now contributes more than 90% of the energy for our 400,000 square foot Ontario, California fulfillment center. In 2011 we installed a second system to our Rialto, California retail distribution center. Together these installations provide over 6.5 GWh of electrical power a year.

Green Building Design

- ♦ Staples has obtained U.S. Green Building Council's LEED certification at seven facilities. Six of our facilities achieved LEED Gold status and one achieved Platinum status.
- ♦ As of 2014, Staples has 605 ENERGY STAR certified facilities. Due to our success in certifying our facilities, we have successfully reached our goal to attain certification for 500 facilities by 2012. We are also well on our way to our longer-term goal of having 50% of our active facilities certified by 2020, as currently 28% are certified. We have recognized a 20 to 30% increase in energy efficiency at each site that we have certified.
- ♦ In 2013, Staples received the EPA's Climate Leadership Award for significantly reducing greenhouse gas emissions and was recognized with EPA Sustained Excellence Award.
- ♦ We now operate 112 facilities that have achieved ISO 14001 certification, including 10 in Canada, 40 in Australia and 62 in Europe. Additionally, Staples Australia has achieved a 4 Star Green Building Council of Australia certification which is the highest level.

Reducing the Carbon Impact of Our Delivery Fleet

- ◆ Since 2006, we've improved fleet fuel economy by more than 24%, taking our fleet from 8.1 miles per gallon to 10.04 miles per gallon. In 2011, we saved over 620,000 gallons of diesel fuel, more than \$2 million in fuel costs and nearly 6,000 tons of CO₂ emissions. We achieved this by limiting the top speed of our trucks to 60 miles per hour and installing idle limiting equipment to vehicles. We continue to optimize delivery routes to reduce mileage, fuel use and emissions.
- ◆ Our goal is to achieve a further 15% increase in fuel efficiency by 2015. Staples seeks to achieve this goal through the increased investment in new technology. In 2007 we piloted a number of diesel-electric hybrid delivery trucks and in 2010 introduced the industry's first all-electric, emissions-free delivery truck that can travel 70 miles on a single battery charge. We currently have more than 53 plug-in electric trucks on the road in California, Georgia, Ohio, Oregon, Missouri and Texas.

Staples' "zero emission" all-electric truck is the first of its kind in the industry and an example of what we're doing to reduce the impact of our delivery fleet.

Recycling

In late 2010, Staples announced a goal to reduce the use of packaging materials in the U.S. by 20% by 2020 from a 2010 baseline. This will be achieved by partnering with our top suppliers in an initiative known as "Race to the Top," whereby packaging redesign, rationalization and reduction becomes part of our supplier engagement model.

Staples has been honored by the National Recycling Coalition with their Recycling Works Award for our recycling practices. Across our U.S. business in 2011, we recycled:

- ◆ 35,862 tons of corrugated cardboard
- ◆ 7,824 tons of mixed paper
- ◆ 756 tons of shrink wrap

Staples is one of the world's largest ink recyclers. In 2011, we recovered more than 20.5 million pounds of technology waste and more than 71.5 million used ink and toner cartridges from customers globally.

Products and Packaging

We continued the implementation of our "Race to the Top" initiative, engaging with key suppliers to find innovative solutions for reducing the environmental impacts of packaging and product design and manufacturing. This program is a key method for reaching our goal to reduce the use of packaging materials in the U.S. by 20% by 2020, from a 2010 baseline.

We are currently rolling out a new technology in our fulfillment centers that will tailor box sizes to the exact size of the order and thereby reduce packaging materials and waste. In addition to utilizing less corrugate, more efficient box unitization will lessen our use of air pillows by approximately 60%. Our new approach to packaging will result in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees.

Responsible Purchasing

Through our Supplier Code of Conduct and Environmental Paper Procurement Policy, we require suppliers to follow environmentally responsible sourcing standards to ensure the conservation of our natural resources.

Since 2009, we've been a part of the Rainforest Alliance's SmartSource program, a customized service for companies and organizations that want to examine and improve their forest-product purchasing policies and practices. In January 2010, Staples released a new Sustainable Paper Procurement Policy, strengthening our commitment to sourcing sustainable paper products.

ii. Reduce and track the amount of greenhouse gas emissions that are generated by Proposer's operations;

In 2010, we developed a new sustainability strategy and set several global sustainability goals, including a goal to reduce our absolute global GHG emissions by 50% by 2020 from a 2010 baseline.

Our investments in energy efficiency and renewable energy in recent years have helped us greatly reduce our carbon footprint. In fact, we were able to offset all of our emissions related to U.S. electricity in 2013 through a commitment to purchase renewable energy certificates.

In 2013, our global carbon emissions were 158,850 MtCO₂e after offsets, an approximately 60% decrease from our 2010 emissions of 409,100 MtCO₂e. We recognize that we have achieved our goal as originally stated and will consider updating the goal in the future if we continue to demonstrate these same consistently high emissions reductions. We will also continue to focus on improving the energy efficiency measures we are continuously implementing in our facilities and in our transportation fleets.

Staples has reported our greenhouse gas emissions through the Carbon Disclosure Project (CDP) since 2005. Currently, we disclose our greenhouse gas management strategies and inventory through CDP's Investor and Supply Chain questionnaires. Our responses are available on [CDP's website](http://www.staples.com/environment) as well as in our annual corporate responsibility report: www.staples.com/environment.

iii. Increase the usage of recycled-content products and other environmentally preferable goods and services when operating Proposer's business;

Educating our associates on sustainability and environmental issues is one of the cornerstones of Staples' commitment to the environment. This education takes many forms.

Associate Engagement

Staples' Environmental team meets regularly with a variety of groups within Staples to discuss our environmental programs, commitments and achievements and how these goals can be integrated into our business strategy, cost-saving initiatives and customer communications. For example: Staples' Environmental team works closely with Staples' Facilities and Delivery Fleet teams to explore new ways to conserve energy and reduce carbon emissions, as well as provides on-going recommendations to Staples' Merchandising team on ways to maximize sustainable product sourcing. Additionally, Staples has an environmental task force of representatives from Staples' many business units and functions, including marketing, public relations, merchandising, supply chain, etc. The task force meets periodically to discuss updates to Staples' environmental programs and product offerings and also brainstorms strategies for further educating associates on environmental issues.

Associate Communications

We integrate environmental messages into all of our internal communications channels designed to reach all associates. This includes everything from major internal meetings with thousands of associates to small group discussions. We have specific written materials designed to help educate our sales force on our practices and accomplishments.

Policies

We have several store policies related to recycling that store associates are responsible for understanding and following.

Training

Looking ahead, we plan to introduce environmental sustainability training for select Staples associates. We also work to expand our associates' environmental awareness through periodic Lunch & Learn events and presentations in our home office.

iv. Reduce water consumption;

In 2011, Staples US set a goal to reduce its water consumption by 30% in three years' time; at the end of 2013, we had accomplished a reduction of more than 21% in our U.S. operations.

In order to accomplish this goal, Staples has analyzed our facility portfolio to identify water use reduction opportunities, both in standalone and shared facilities. A key aspect of our strategy for reducing our consumption is to reduce our use of irrigation water. We have accomplished this by installing rain sensors and setting standards for irrigation duration and frequency. We also have several LEED-certified stores and facilities that save thousands of gallons of water annually through low-flow toilets.

v. Reduce paper consumption;

Staples has a number of programs to assist customers with paper consumption including detailed purchasing information, managed print services and reporting and work with customers on education and awareness campaigns and tools to digitize paper intensive operations .

vi. Promote "green chemistry" and reduce the amount of toxic chemicals that are used and/or released by Proposer (particularly those that can persist in the environment or bioaccumulate in living organisms);

Staples has been actively engaged in promoting a transition to safer chemistry. Roger McFadden, Staples' Vice President, Senior Scientist on staff and a laboratory located in Aurora, Colorado to develop and test greener alternatives. Staples has been an active participant in national multi-stakeholder collaboratives such as GC3, Biz NGO and others to promote safer alternative and call for transparency and disclosure of ingredients and compounds that may be found in products and packaging.

vii. Implement green building practices (such as LEED) in Proposer's facilities that are located in any of the WSCA-NASPO Participating States; and

Staples has many facilities which are ENERGY STAR certified in the participating states as well as buildings which are LEED certified and others whose prototypical design are LEED certifiable at a minimum Silver level.

viii. Improve the sustainable sourcing and manufacturing practices of Proposer's supply chain.

Staples engages our supply chain to collaboratively move our suppliers to incorporate environmental attributes and credible third-party environmental and social certifications. These include but are not limited to EPA Design for the Environment (DfE), Cradle to Cradle, Green Seal, Green Guard, ENERGY STAR, EPEAT, FSC etc. Staples also leverages our Staples® brand products to bring greener products to market sooner. Examples of these products include high quality paper products made from agricultural waste fiber from crops such as wheat and sugar cane. Additionally controlling downstream post-consumer recycled materials such as resins from remanufactured ink and toner cartridges which are converted in to products such as Staples Sustainable Earth calculators and staplers.

6. Environmental Services Possible Points: 40

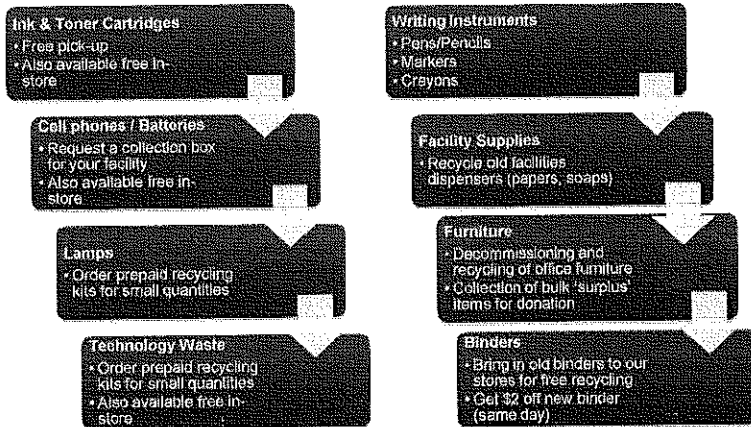
6.1. Recycling

Describe any programs the Proposer can offer to facilitate the collection and recycling of any products, shipping containers and/or other packaging materials associated with the products) that it is offering under this Master Agreement. In particular, please describe any programs (including details about the cost and Proposer's experience offering it to other customers) that Purchasing Entities will be able access through Proposer to facilitate the collection and/or recycling of the following items:

- a. Toner and ink cartridges
- b. Batteries (including rechargeable and single-use batteries)
- c. Fluorescent lamps
- d. Small electronic equipment
- e. Other types of products offered on this Master Agreement
- f. Pallets and other types of packaging for products offered on this Master Agreement.

Staples' goal is to be the most responsible supply chain partner for your agencies, providing the most environmentally responsible products and providing recycling solutions for these products. Not only can we recycle ink and toner cartridges, regardless of brand, our drivers will collect them from your sites whenever deliveries are made or you can send them back with our prepaid mailing labels. You can also recycle any electronic or technology product, regardless of brand, with our drivers.

Staples also offers our customers' asset recycling programs with reporting for:



6.2. Environmentally Preferable Transportation Methods and Practices

Describe any initiatives the Proposer has in place and is offering on this Master Agreement to utilize environmentally preferable transportation methods and practices for delivery of its products? For example:

a. Are any of the Proposer's transportation vehicles certified by the EPA SmartWay Partnership?

Yes. Staples is a SmartWay Verified Private Shipping Partner that is authorized to use the SmartWay logo. In 2013, we added 144 EPA Verified Clean Idle trucks to our fleet.

b. Does Proposer use hybrid, electric or alternative-fuel vehicles, or bicycles to deliver any of Proposer's products?

Yes. Staples currently operates 53 all-electric delivery trucks in the U.S. We have the stationed and operating daily in Portland, Oregon. We are testing a prototype Liquid Petroleum Gas (LPG) powered truck in Michigan where it is close to both Ford and Roush Cleantech for updates and modifications through the pilot period. This fuel could replace diesel trucks in our fleet as we replace trucks going forward.

c. Has Proposer implemented any programs to reduce the frequency of Proposer's deliveries?

Yes. In 2008, Staples Advantage designed and implemented successful order reduction programs. These programs have successfully helped our customers reduce their deliveries by 20%. Staples worked with our customers to design effective communication pieces to assist with behavior modifications, tracked progress and provided reporting that displayed the positive environmental results for each customer. We continue to assist customers with this important program.

d. Has Proposer implemented any program to reduce the use of shipments via air travel?

Yes. All of Staples Advantage's parcel shipments are shipped via ground transportation.

e. Does Proposer have any other environmentally preferable transportation methods or practices?

Yes. Staples has 10 Compressed Natural Gas (CNG) trucks. As previously discussed, we are currently testing a prototype LPG powered truck in Michigan where it is close to both Ford and Roush Cleantech for updates and modifications through the pilot period. This fuel could replace diesel trucks in our fleet as we replace trucks going forward.

Include information about the Proposer's experience providing environmentally preferable transportation methods and practices for another customer? Please include a reference of a jurisdiction or organization to which Proposer has provided this service if it has one.

Staples has made investments from efficient buildings, fleets, Smart-sized packaging as well as powered these facilities using renewable energy. We provide customers detailed reporting on small order sizes and encourage bundling small orders together creating more efficient supply chains, reducing packaging waste, improving cube of outbound freight and reducing energy intensity and Greenhouse Gas Emissions. Staples monitors performance and compliance and together with the customer set goals and targets for improvement and develop short and long-term awareness campaigns.

7. Emerging Small Business (ESB), Minority Business Enterprise (MBE) And Women Business Enterprise (WBE) Possible Points: 30

The State of Oregon and other WSCA-NASPO entities that create a Participating Addendum desire to purchase products and services from ESB/MBE/WBE-registered or -certified businesses. For those firms to qualify as an ESB/MBE/WBE-supplier, the listed companies must be registered or certified with either the government or a recognized certifying entity and provide a certification type and number. Registered ESB/MBE/WBE companies must be operating from a legitimate commercial site, carry all applicable insurance policies, required business licenses, and have operated continuously for at least two years. (The Contract Manager upon its discretion will conduct periodic site inspections of any registered ESB/MBE/WBE participants.

All of Staples' Diversity One suppliers and Diversity Two vendors have a verifiable certification by a qualified independent third-party certifying agency – major certification organizations including: the National Minority Supplier Diversity Council (NMSDC), the Women Business Enterprise National Council (WBENC) and the Small Business Administration (SBA). Additionally, each of our suppliers and vendors, have robust commercial websites, carry all applicable insurance policies, required business licenses and have operated continuously for a minimum of two years.

7.1 Describe how the Proposer will provide opportunities for registered ESB/MBE/WBE companies. At a minimum, the following must be addressed:

a. Describe in detail how the Proposer will work with registered ESB/MBE/WBE companies to acquire products for this Master Agreement.

Supplier diversity strategies are designed to strengthen diverse suppliers within our communities, create job opportunities and acknowledge the vision of Historically Underutilized Businesses (HUBs) nationwide. The State and other WSCA-NASPO Entities have demonstrated a strong commitment to supporting minority business growth and local job creation through diversity spending. Staples shares that commitment and offers flexible diversity supplier programs that will help meet your diversity-spending goals.

For this RFP we are proposing a Diversity Two (Tier 2) solution, however DAS PS and Participating Entities can choose from two diversity programs to achieve your diverse and small business supplier spending goals:

Diversity One Program	Diversity Two Program
<ul style="list-style-type: none"> • Direct connection with your diverse supplier • Served by combined strength of Staples and diverse supplier • Robust eDiversity e-commerce site • Account reviews in ongoing relationship with diversity supplier • Mentorship from Staples experts to foster growth of diversity supplier 	<ul style="list-style-type: none"> • Single-source solution, Staples manages program for you • Convenient access to products from MWBE/small business vendors • Broad assortment from Diversity Products Solutions by Staples • Low cost, quality alternatives to drive users to diversity products • Expert, consultative support from Staples Account Manager

Diversity One Program

Our Diversity One program enables our customers to connect with an independently owned and certified diverse office products supplier. The supplier will collaborate with Staples to provide a fully managed office supply program for your national locations. We've formed strategic alliances with a number of diverse and small business office suppliers who have extensive experience serving Fortune 1000 and large institutional customers.

Customers will benefit from:

- ♦ A diverse office supply program that meets the service, scope and reach
- ♦ Access to Staples' strategic network of certified MBE, WBE, small business and veteran-owned office suppliers
- ♦ Ability to significantly impact the growth and development of an independently owned and small diverse business
- ♦ Staples' rigorous diverse supplier qualification process, which ensures that quality standards will be met
- ♦ Staples' proprietary eDiversity Network procurement site, which enables easy online purchasing from your diverse office supplier

We find successful, independently owned companies and help them to grow their businesses, create jobs and expand their offerings through diversity spending. Staples provides all of our Diversity One suppliers with extensive coaching and mentoring to build capacity within their organizations.

If a Participating Entity is interested in implementing a Diversity One Program, additional costs or fees may apply. Staples and Participating Entity will agree to any additional costs or fees in a Participating Addendum.

Diversity Two Program

With our Diversity Two program, our customers can access a wide selection of high-quality products that are manufactured by diverse and small business suppliers. These products are available both online and through our catalogs. We work closely with small business vendors to provide you with excellent cost-competitive, diverse product alternatives.

Customers will benefit from:

- Our exclusive Diversity Products Solutions by Staples line, which makes it easier for you to meet your diversity purchasing objectives by offering a broad assortment of products with the Staples® brand quality guarantee
- Extensive selection of high-quality products that are easily identified by MBE and WBE symbols in our catalogs and online
- Products across every office category – from office supplies to furniture, facility supplies and technology products
- Detailed reporting and tracking of your diverse product spend
- Expert, consultative support from our account management teams, who will identify opportunities to drive purchasing toward these product groups and report on DAS PS and Participating Entities' progress

b. Describe in detail how the Proposer will track all purchases of products and services offered by ESB/MBE/WBE-registered businesses, including ordering, delivery, and invoicing.

All Staples diversity two vendors' products are flagged in our system to capture their respective diversity classification details. Tracking diversity product spend is easily provided through our standard diversity spend report. This report can be customized for any timeframe and automatically captures all spend made with diverse vendors. An example of the report is provided on the next page.

Screenshot of Staples' Diversity Report

STAPLES Advantage		Customer Numbers		Report Run Date:		Report Date Range:		Diversity Spend	
ABC Company		123456789		10.15.2013		01.01.2013 - 10.14.2013		Diversity Spend	
© 2013 Staples Contract and Commercial, Inc. This report is the confidential and proprietary information of Staples Contract & Commercial, Inc. All rights reserved.									
Master Total	\$5,619,352,682.04								
Client Number	Master Client/Name	Diversity	Diversity Code	Vendor Name	Qty	Acq. Value	% of Total	Spans	
1234567	ABC COMPANY	AFRICAN AMERICAN	008	HEEP ADVANCED TECHNOLOGY INC	20	\$242.77	0.004%		
1234567	ABC COMPANY	AFRICAN AMERICAN	008	BOUNTROAST PAPER	23	\$182,286.25	0.01%		
1234567	ABC COMPANY	AFRICAN AMERICAN	011	LANCASTER PALLET INDUSTRIES INC	1	\$27.93	0.000%		
1234567	ABC COMPANY	AFRICAN AMERICAN	008	EDGE INDUSTRIES INC	15	\$431.65	0.001%		
1234567	ABC COMPANY	AFRICAN AMERICAN	008	AGOUR TECHNOLOGY	230	\$350,213.25	0.21%		
AFRICAN AMERICAN Total					301	\$876,212.85	0.29%		
1234567	ABC COMPANY	ASIAN AMERICAN	008	OFFICE VACUUM INTERNATIONAL CORP	4,627	\$5,760.43	0.11%		
1234567	ABC COMPANY	ASIAN AMERICAN	008	TRAYEX INTERNATIONAL	107	\$5,581.52	0.05%		
1234567	ABC COMPANY	ASIAN AMERICAN	008	SPAN INDUSTRIES INC	31	\$31.59	0.000%		
ASIAN AMERICAN Total					4,865	\$11,373.54	0.16%		
1234567	ABC COMPANY	Hispanic	008	SHOPS OF FLORENCE OF FLORIDA LLC	54	\$145.64	0.002%		
Hispanic Total					64	\$145.64	0.002%		
1234567	ABC COMPANY	NATIVE AMERICAN	008	BELL / COMPUTER SUPPLIES	49	\$649.64	0.01%		
NATIVE AMERICAN Total					49	\$649.64	0.01%		
1234567	ABC COMPANY	PHYSICALLY CHALLENGED	PCO	TECHNO LOGISTICS SERVICES	2	\$24.65	0.000%		
1234567	ABC COMPANY	PHYSICALLY CHALLENGED	PCO	EVOLUTION DESIGN LLC	27	\$822.09	0.01%		
1234567	ABC COMPANY	PHYSICALLY CHALLENGED	PCO	RECYCLED PT BLDG INC	1	\$2.59	0.000%		
1234567	ABC COMPANY	PHYSICALLY CHALLENGED	PCO	LIC INDUSTRIES INC	4	\$22.18	0.000%		
1234567	ABC COMPANY	PHYSICALLY CHALLENGED	PCO	EDM TECH SOLUTIONS	1	\$4.41	0.000%		
PHYSICALLY CHALLENGED Total					45	\$876.97	0.02%		
1234567	ABC COMPANY	WOMAN	008	ALLIANCE PRESS	227	\$2,126.25	0.03%		
1234567	ABC COMPANY	WOMAN	008	SHAFER DESIGN GROUP	42	\$242.07	0.01%		
1234567	ABC COMPANY	WOMAN	008	EMERALD HALL ACTUARY	681	\$156,006.25	0.31%		
1234567	ABC COMPANY	WOMAN	008	EMER INC	23	\$301.20	0.01%		
WOMAN Total					1,033	\$158,775.77	0.46%		
Total Diversity Spend					6,431	\$1,236,908.19	19.00%		

c. Provide a list of products and services available to be purchased from ESB/MBE/WBE-registered or -certified companies under the proposed Master Agreement.

- Rubber Bands/Paper
- Laminated Supplies
- Pens/Clips/Erasers/Hooks
- Remanufactured Toner & Printer Supplies
- Page Flags/Adhesive Notes/Chair Mats/Rubber Stamps
- Computer Accessories/Dry Erase Boards
- Computer Accessories/Footrests
- Dry Erase Markers
- Mail & Ship Products/Corrugated & Plastic
- Casters/Ergonomics/Cable Management
- Ergonomic Seating & Computer Accessories
- Clips/Fasteners/Glue Sticks/Desktop Accessories
- Commercial Can Liners
- Filing
- Correction Fluid
- Filing/Folders/Hanging
- Copy Paper
- Binders/Sheet Protectors
- Disposable Gloves

d. Describe how the Proposer will make its best efforts to increase the number of products and services acquired from registered or certified ESB/MBE/WBE businesses that will be available to Purchasing Entities under the Master Agreement.

Staples makes an ongoing effort to increase our offering of diverse products from certified vendors. Throughout the year, our Diversity team regularly attends tradeshows and other events, as well as being actively engaged in the local councils, with a consistent goal to vet new diverse vendors. Additionally, we recently rebranded our website and marketing material to encourage new qualified diverse vendors to register and share information on their exciting products.

e. Describe any other products or services the Proposer can offer on this Master Agreement that supports ESB/MBE/WBE suppliers.

Staples' diversity program creates many great ways to support ESB/MBE/WBE entities. Our Tier Two program offers a breadth of products covering a wide scope of categories, from general office products to furniture. Through our Tier One program, you would have the opportunity to work with one of our independently owned suppliers, many of which support many aspects of the account including account management, customer service, delivery (in some locations) and accounts receivables. Based on your individual diversity requirements, Staples can provide a solution to help you meet your goal in supporting diverse businesses.

8. Environmentally Preferable Packaging Possible Points: 30

Describe how the Proposer will:

- a. **Reduce the amount of packaging associated with the delivery of its Office Supplies and Equipment while maintaining product integrity;**

Staples' Smart-Size Packaging

Staples has fully implemented our new fulfillment center technologies that will tailor box sizes to the exact size of the order, thereby reducing use of corrugate and air pillows and delivering orders more efficiently. Since implementation this has reduced corrugate an average of 20%, dunnage by 50% and increased delivery capacity by 20%. Our new approach to packaging will result in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees. This technology won the Gold Sustainability Award from the World Packaging Organization in June, 2014.

The three elemental R's of sustainability are Reduce, Reuse and Recycle. Staples' Smart-size packaging has the most impact on the R's that the Natural Resources Defense Council says is the most effective. "Reduction".

- 15% reduction in Staples use of corrugated
- 20% reduction in box cube, which leads to more boxes per truck
- 60% reduction in air bags used as dunnage
- Corrugate has an +80% recovery rate
- Reduction of Staples carbon footprint by more than 25,000 metric tons annually

Sustainable programs aim to lessen the environmental impact of packages and packaging selected to contain and ultimately get products to customers. Staples Smart-size packaging customers satisfaction scores have had significant improvement for "the way the order was packaged" and on "box size". Not only is the product contained better in a right-sized box, customers feel better as by receiving less packaging materials which they have to determine how to dispose of.

Benefits to DAS PS and Participating Entities:

- ♦ **Reduce your waste stream:** This lowers their waste disposal cost/corrugated recycling expense. If we could show a national average with the average disposal cost next to the 38% +/- reduction in packaging, they can make the correlation on how we are a partner/solution oriented company.
- ♦ **Increased productivity:** Increase efficiencies with internal deliveries through smaller packages. Because of the reduced cubits, they can fit more on their carts, vans, delivery vehicles, etc.

Benefits recognized by Staples Smart-size program versus our returnable tote pilot programs:

- ♦ Customers receive their order packaged specific to the contents rather than a bulk box which required shipment of empty air
 - ♦ Additional resources and transport fuels go into getting totes back and refilling
 - ♦ Totes are damaged, lost or not returned
 - ♦ Totes may become soiled or contaminated (externally or internally)
 - ♦ Boxes are made to order versus tying up inventory holding premade totes
- b. Use packaging (such as corrugated cardboard) that is easily recyclable in the recycling programs that are currently in place for each WSCA-NASPO Participating entity that creates a Participating Addendum;

The majority of products are shipped in boxes made from 35% to 100% recycled content corrugated cardboard.

- c. Use packaging that is refillable or returnable to the Proposer or original product manufacturer at no cost to the end-user;

Although we've piloted returnable tote programs, Staples has found it best to use our Smart-size packaging as opposed to packaging that is refillable or returnable. Please refer to section 8.a above for information on Staples' Smart-size packaging program.

- d. Use packaging that certified by a third party such as the Biodegradable Products Institute (BPI) to be acceptable in commercial composting facilities; and

While Staples' delivery packaging is recyclable, it is not currently compostable.

- e. Deliver products in packaging that is comprised of recycled-content or third party-certified environmentally preferable materials such as paper that is certified by the Forest Stewardship Council (FSC).

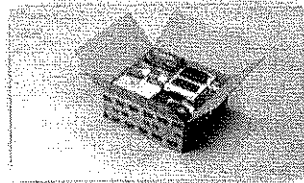
The majority of products are shipped in boxes made from 35% to 100% recycled content corrugated cardboard. Our box material is Sustainable Forestry Initiative (SFI) certified.

Include information about the Proposer's experience providing environmentally preferable packaging materials or reducing packaging for another customer. Please include a reference of a jurisdiction or organization to which the Proposer has provided this service if it has one.

To help reduce waste at our customer's facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on office supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive to you intact.

Packaging Optimization

- ♦ **Smart-Size** – Staples has rolled out new fulfillment center technology to 75% of our U.S. distribution centers that tailors box sizes to the exact size of the order, thereby reducing use of corrugate and air pillows and delivering orders more efficiently. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees.
- ♦ **Box Logic** – Our warehouse management system uses a series of algorithms (Box Logic) that automatically choose the smallest sized delivery box out of eight standard sizes, based on the combined dimensions of all items in the order. During the Quality Assurance process, after the order has been picked, contents can be transferred to a padded envelope if the contents are of sufficient size, thereby reducing packaging waste. Some items, such as wrist rests, require the largest sized box because of their unique dimensions and all boxes must meet a minimum size requirement in order to ride our conveyors. Currently, Staples Box Logic is set to 99% fill with a maximum weight of 70 pounds.
- ♦ **Wholesaler Initiatives** – As part of our order fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to ensure they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems. Our largest supplier uses five standardized box sizes across their 39 distribution centers. They too require some exceptions to the cartoning process due to unusual product dimensions.



Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers.

Package Protection

Staples has invested in air pillow dunnage technology to ensure that the product we ship arrives undamaged. These air pillows:

- ♦ Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required
- ♦ Can be re-used
- ♦ Can be deflated prior to disposal, reducing original volume by over 90%
- ♦ Can be recycled when given to the Staples driver during a delivery or sent back when the customer is making a return

- ♦ May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic
- ♦ Provide high BTU energy contents in municipal incineration

We have proudly reduced our air pillow material thickness by 33% over the last two years and have reduced our air pillow usage by over half.

Smart-Size Packaging

Staples has fully implemented our new fulfillment center technologies that will tailor box sizes to the exact size of the order, thereby reducing use of corrugate and air pillows and delivering orders more efficiently. Since implementation this has reduced corrugate an average of 20%, dunnage by 50% and increased delivery capacity by 20%. Our new approach to packaging will result in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees. This technology won the Gold Sustainability Award from the World Packaging Organization in June, 2014.

The three elemental R's of sustainability are Reduce, Reuse and Recycle. Staples' Smart-size packaging has the most impact on the R's that the Natural Resources Defense Council says is the most effective... "Reduction":

- ♦ 15% reduction in Staples use of corrugated
- ♦ 20% reduction in box cube, which leads to more boxes per truck
- ♦ 60% reduction in air bags used as dunnage
- ♦ Corrugate has an +80% recovery rate
- ♦ Reduction of Staples carbon footprint by more than 25,000 metric tons annually

Sustainable programs aim to lessen the environmental impact of packages and packaging selected to contain and ultimately get products to customers. Staples Smart-size packaging customers satisfaction scores have had significant improvement for "the way the order was packaged" and on "box size". Not only is the product contained better in a right sized box customers feel better as by receiving less packaging materials which they have to determine how to dispose of.

Benefits to DAS PS and Participating Entities:

- ♦ **Reduce your waste stream:** This lowers their waste disposal cost/corrugated recycling expense. If we could show a national average with the average disposal cost next to the 38% +/- reduction in packaging, they can make the correlation on how we are a partner/solution oriented company.
- ♦ **Increased productivity:** Increase efficiencies with internal deliveries through smaller packages. Because of the reduced cubits, they can fit more on their carts, vans, delivery vehicles, etc.

Benefits recognized by Staples Smart-size program versus our returnable tote pilot programs:

- ♦ Customers receive their order packaged specific to the contents rather than a bulk box which required shipment of empty air
- ♦ Additional resources and transport fuels go into getting totes back and refilling
- ♦ Totes are damaged, lost or not returned
- ♦ Totes may become soiled or contaminated (externally or internally)
- ♦ Boxes are made to order versus tying up inventory holding premade totes

9. Return Policy Possible Points: 25

Describe in detail how Proposer handles returns and describe the return policy.

Staples' Return Policy

We will accept returns of a product in resalable condition, within the applicable return period, with its complete and original manufacturer's packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. Occasional exceptions can be made as a courtesy to you.

- ♦ We guarantee 100% satisfaction on all Staples® brand, Sustainable Earth by Staples or Diversity Product Solutions by Staples products. You may return any of these products anytime if they don't meet your satisfaction.
- ♦ We conduct a thorough analysis of all damaged or defective products to ensure that any quality issues are corrected by our manufacturers.

Product Category	Applicable Return Period
Office Supplies	30 Days
Software (unopened)*	30 Days
Technology & Business Machines	14 Days
Furniture	14 Days after delivery**
Custom-Imprinted	Not returnable unless damaged/defective

**Opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software.*

***Only products in new condition, unassembled and in original packaging are eligible for return. A 35% restocking fee may apply. Special-order or non-stocked furniture is not returnable, unless such products arrive damaged or defective.*

Credits

Credits for returned items are issued once the returned item is received back at the Staples fulfillment center. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after the fulfillment center receives and processes them.

Warranties

Staples will pass along all **manufacturers' warranties** to the customer. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.

Important Notes about All Returns

- ♦ Non-defective dated goods such as forms, batteries, film, ink and toner cartridges are subject to approval and require a Return Authorization for credit.
- ♦ Calendars cannot be returned after January 31 of the year to which they correspond.
- ♦ 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.

10. Contract Management Possible Points: 40

Describe the Proposer's strategy for contract management, including the roles and responsibilities as they relate to participating states for each of the proposed account teams that will handle contract management issues.

At Staples, we believe our account management professionals should act as business partners, adding value to DAS PS and Participating Entities processes to drive a successful program. By investing our own expert resources into your organization, we can ensure that your supply program is managed strategically and proactively, saving time and money. Staples' account management teams are dedicated to removing the burden of managing supply program and allowing for DAS PS and Participating Entities to focus on more critical areas of their operations.

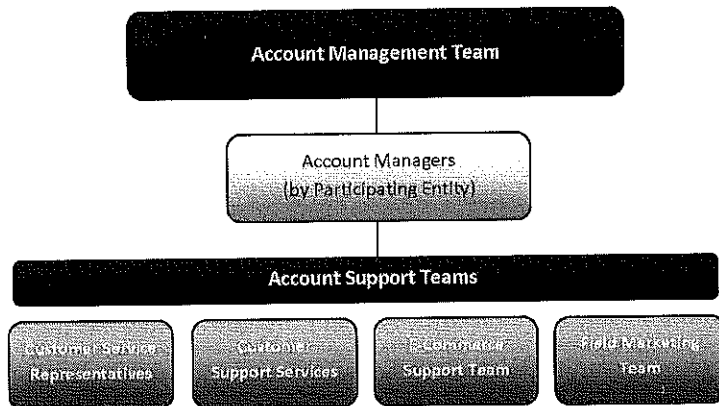
Staples' account management teams offer expertise in the following areas:

- ♦ **Strategic expertise** to help lower total costs, consolidate suppliers and operate more efficiently
- ♦ **Product and service expertise** to find the right solutions, at the best value
- ♦ **E-Procurement expertise** to help automate and better control ordering
- ♦ **Implementation expertise** to make your program transition seamless, removing cost and risk
- ♦ **Communication expertise** to maximize employee adoption and program compliance savings
- ♦ **Corporate responsibility expertise** to help achieve environmental and diversity spend goals

Account Management Structure

Below is a description of the roles and key responsibilities of the team who will manage your day-to-day needs. The point person for the Staples team is Jennifer Sachs, who will be the WSCA Contract Manager.

Account Management Structure



Senior Vertical Market Manager – Jennifer Sachs

Jennifer Sachs, Senior Vertical Market Manager will serve as contract manager for the WSCA-NASPO program and as the main point of contact, with ongoing responsibility for the strategic direction of the program. Jennifer has responsibility for the program implementation and works with Staples Advantage management team. Jennifer's responsibilities include:

- ♦ Administering and amending the program per the terms of the contract
- ♦ Communicating and training Staples internal sales team on the WSCA-NASPO program
- ♦ Setting program goals
- ♦ Providing overall program supervision and project management
- ♦ Conducting Business Reviews as needed

Participating Entities' Account Managers

Our state dedicated account management teams provide Participating Entities with reliable, customized service when and where they need it. Local account support will be assigned by state and location and the team works in coordination with Jennifer to support the program. These Account Managers have ultimate responsibility for the Entities' program implementation and work with their assigned Senior Management team to develop strategies to lower procurement costs throughout their organization. The Participating Entities' Account Managers:

- ♦ Proactively analyze your program and provide recommendations for cost-saving measures and product improvements via ongoing customer contact
- ♦ Set program goals
- ♦ Establish implementation guidelines and timetables
- ♦ Provide overall program supervision and project management
- ♦ Conduct Business Reviews with Participating Entities

Support Teams

Customer Support Services

Staples' Customer Support Services team ensures DAS PS and Participating Entity programs are implemented in a timely manner and set up accurately, eliminating customer service issues down the road. This team can also:

- ♦ Consult with Participating Entities on the best strategy for your e-procurement needs
- ♦ Provide project management for program implementation
- ♦ Gather your business and technical requirements for shopping, ordering, invoicing, delivery and payment to ensure alignment with Staples' systems
- ♦ Manage account maintenance tasks (adding users, new ship-to locations, etc.)
- ♦ Provide support throughout the life of your program

E-Commerce Support Team

Staples' E-Commerce Support team is responsible for customizing your online shopping experience, providing strategy and consultation for the implementation of Staples' ordering platform to new Entities or locations. This team:

- Customizes Staples' online ordering platform to meet DAS PS and Participating Entities unique requirements
- Provides onsite and Web-based e-commerce training for end users as needed
- Counsels on the best Web integration strategy
- Gathers all necessary e-commerce related information

11. Vendor Marketing – Implementation Plan and Transition Possible Points: 25

a. Describe the Proposer's ability to promote the products and services offered on the awarded Master Agreement at trade shows, seminars and other similar events to Purchasing Entities.

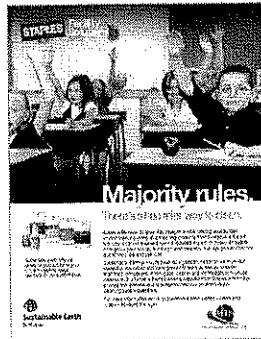
Staples does participate and attend national trade shows and other events throughout the year where we have the opportunity to engage with purchasing entities. We have the ability to communicate and drive awareness of this master agreement during these events and can also support and supply mutually agreed to program materials.

b. Describe the Proposer's capabilities to develop and/or implement a marketing plan that minimally includes: Announcement of the award in collaboration with WSCA-NASPO and ongoing marketing of the Master Agreement and within the awarded service area.

Staples has a proven process for the growth, compliance and ongoing management of cooperative contract programs. We apply the required resources to ensure Participating Entities are aware of the benefits of the program we've built together and their eligibility to participate in it.

We will work with you to develop an announcement of the award. Announcing the award is just the beginning. We will work with you to develop a comprehensive marketing and communication plan and the requisite tools to articulate the value of the contract and the benefits of the Staples program. The Vertical Market team will collaborate with you and our marketing teams to develop customized versions of tools to market and drive awareness of the contract.

Throughout the life of our program, Staples will serve as a resource you can count on to help you communicate program evolution and enhancements and ensure that you're not only consistently driving participation, but that Participating Entities are maximizing their participation in the contract.



12. Community Rehabilitation Program (CRP)/Qualified Rehabilitative Facilities (QRF) Possible Points: 15

Describe how the Proposer will support the use of products and/or services sourced from the CRP or QRF programs.

Staples is committed to integrating diverse suppliers into our sourcing, purchasing and merchandising processes and mentoring these suppliers so that they may develop a strong foundation for future growth. In fact, Staples has won numerous awards for our support of diversity purchasing efforts. Many of the products that we offer on our website, as well as in our catalogs, are flagged with the appropriate MBE and WBE icons to further promote these products. Staples does not, however, presently track or report products or services specifically through Community Rehabilitation Program (CRP) or Qualified Rehabilitative Facilities (QRF). We would be happy to meet with the DAS PS and Participating Entities to determine how the integration of such products and/or services would benefit our customer/supplier relationship.

More information about our Diversity efforts and successes can be found at the following link: http://www.staples.com/sbd/cre/marketing/supplier_diversity/supplier_diversity_program_mission.html

In addition, Staples currently offers thousands of Federally Approved AbilityOne (formerly known as JWOD), products such as NIB (National Industries for the Blind) and NISH (National Industries for the Severely Handicapped). Staples is continuously recognized as an "OUTSTANDING" AbilityOne Program distributor due our continual efforts to support the AbilityOne Program. These items are clearly designated on our online ordering site as well as in our printed catalogs. We are also listed at www.abilityone.gov as a GSA 7511A Schedule holder for office supplies. The Javits-Wagner-O'Day (JWOD) program provides employment opportunities for Americans who are blind or have other severe disabilities. It orchestrates Government purchases of products and services provided by nonprofit agencies that employ people with disabilities throughout the country.

More information about these organizations and products can be found at the following links:

- National Industries for the Blind – www.nib.org
- National Industries for the Severely Handicapped – www.nish.org
- AbilityOne – www.abilityone.gov

13. Retail Store Purchases (All Proposers) Possible Points: 30

Describe the availability of contracted items through the Proposer's retail stores. Please provide a list of retail locations in each of the WSCA-NASPO participating states. Provide a narrative that explains how Purchasing Entities will be able to make purchases at the Proposer's retail stores, make payment for those items, and have those items included in the reporting described in Section 3.3.5.11.

As a division of the largest office supply retailer in the world, we can offer DAS PS and Participating Entities the ability to make emergency, same-day purchases at any of our 1,500 U.S. stores. Due to the ever-changing product selections in our retail stores, we are unable to confirm the availability of contracted items associated with this RFP. Staples retail stores also offer a UPS shipping center as well as in-store recycling for ink and toner, cell phones and a wide selection of computer and office technology, including free recycling for Dell technology.

Our Retail Purchasing Program is a powerful tool for ensuring program compliance and allows end users to get what they need, when they need it, without going outside established office supply programs.

End users can either request a Staples Convenience Card or register their corporate Procurement Cards (P-Cards) online to take advantage of the program.

Benefits of registering Corporate Procurement Cards:

- Gives you end users DAS PS or Participating Entities' contracted price, or the retail price, whichever is lower at the time of purchase
- Available when end users link their Discover, American Express, MasterCard or Visa credit cards to DAS PS or Participating Entities' programs
- Registration is quick and easy. Once submitted, the card will be available for use in retail stores the following day

Benefits of using the Staples Convenience Card:

- Receive the same benefits as the Staples Procurement Card when end users sign up for a Staples Convenience Card
- Bills directly to DAS PS or Participating Entities' Staples account
- Spending is monitored via monthly usage reports

In addition to office supplies, end users can receive a minimum 10% discount on most services offered in our in-store Copy & Print Centers.

Reporting

We have the ability to provide DAS PS and Participating Entities with up to Level III reporting depending on how retail purchases are made.

- **Staples Convenience Card** – If an end user makes a retail purchase with a Staples Convenience Card, his/her purchase will appear in DAS PS and Participating Entities' regular Staples invoice with Level III reporting information. This gives DAS PS and Participating Entities procurement organizations the ability to more closely monitor purchases made by associates at Staples retail stores for office supplies, copy services and furniture.
- **Procurement/Credit Card** – If an end user makes a purchase using his or her procurement or own credit card, Staples sends the purchase information to the bank issuing the credit card. The information will appear on the end users' monthly statement with Level I, II or III information depending on what level of information the bank accepts, as well as what is transmitted to the credit card company. Level III is currently available for Visa and MasterCard P-Cards; Amex and Discover Card reporting would be Level I.

Usage Reporting Levels

Level I	Level II	Level III
<ul style="list-style-type: none"> • Date • Amount • Commodity Type • Establishment 	<ul style="list-style-type: none"> • Level I Information • Sales Tax Amount • Ship-to Location Zip Code • Card Member Reference Number (Budget Center, PO, or Order Number) 	<ul style="list-style-type: none"> • Level I and II Information • Item # • Item Description • Item Quantity • Unit of Measure (UOM)

Please refer to the "Staples Retail Locations" tab for a list of Staples' nationwide retail locations.

- a. Describe the Proposer's customer service, including hours of operation, emergency protocol, etc. In addition, describe any extra benefits Purchasing Entities could receive, such as a dedicated customer service representative for the Master Agreement. Proposers will be required to provide a Toll-free telephone number for their retail store.

Staples' customers benefit from an easy-to-shop store with more than 8,000 quality products that are in-stock and easy to find, with fast checkout and courteous, helpful and knowledgeable sales associates. Customer service is one of the most important jobs at Staples. That is why we choose only the best for our retail store associates and train them extensively to provide our customers with the highest caliber service.

Please refer to the "Staples Retail Locations" tab for our retail locations, phone numbers and operating hours. If a DAS PS or any Participating Entity end user needed to call any of our retail stores using a toll-free number, he or she can call Staples' toll-free customer service number (877) 826-7755 and be transferred to a specific store.

- b. Each State has many different payment methods, i.e. Electronic funds Transfer (ETF), Voucher, Credit Card. What methods of payment does Proposer accept?

1. Purchase Orders: Not available
2. Credit Cards (at time of purchase)
 - Visa: X
 - Master Card: X
 - Other (list): American Express, Discover
3. EFT: Not available
4. Voucher: Not available
5. Other: Corporate Procurement Card and Staples Convenience Card

- c. If a Purchasing Entity wants to purchase on terms, within how many days can they expect their account to be set up?

In store purchases will be paid for at the time of purchase. Staples' standard implementation timeline for purchases made on StaplesAdvantage.com is 30 days.

- d. Within how many business days can customers expect their products to be delivered?

Retail store purchases are picked up at the time of purchase.

e. Describe how the Proposer will ensure the accuracy of its:

i. Accounting (ensuring that orders and payments will be applied to the correct account)

We have the ability to provide DAS PS and Participating Entities with up to Level III reporting depending on how retail purchases are made.

- ♦ **Staples Convenience Card** – If an end user makes a retail purchase with a Staples Convenience Card, his/her purchase will appear in DAS PS and Participating Entities' regular Staples invoice with Level III reporting information. This gives DAS PS and Participating Entities procurement organizations the ability to more closely monitor purchases made by associates at Staples retail stores for office supplies, copy services and furniture.
- ♦ **Procurement/Credit Card** – If an end user makes a purchase using his/her procurement or own credit card, Staples sends the purchase information to the bank issuing the credit card. The information will appear on the end users' monthly statement with Level I, II or III information depending on what level of information the bank accepts, as well as what is transmitted to the credit card company. Level III is currently available for Visa and MasterCard P-Cards; Amex and Discover Card reporting would be Level I.

Usage Reporting Levels

Level I	Level II	Level III
<ul style="list-style-type: none"> • Date • Amount • Commodity Type • Establishment 	<ul style="list-style-type: none"> • Level I Information • Sales Tax Amount • Ship-to Location Zip Code • Card Member Reference Number (Budget Center, PO, or Order Number) 	<ul style="list-style-type: none"> • Level I and II Information • Item # • Item Description • Item Quantity • Unit of Measure (UOM)

ii. Billing invoices

If purchases are made using a registered Procurement Card, the will be paid for at the time of purchase; therefore, invoices aren't available for in store purchases. As discussed in the response above, if an end user makes a purchase using his/her procurement or own credit card, Staples sends the purchase information to the bank issuing the credit card. The information will appear on the end users' monthly statement with Level I, II or III information depending on what level of information the bank accepts, as well as what is transmitted to the credit card company. Level III is currently available for Visa and MasterCard P-Cards; Amex and Discover Card reporting would be Level I.

If purchases are made using a Staples issued Convenience Card, the purchase will be billed to the respective cards bill-to location. As discussed in the response above, if an end user makes a retail purchase with a Staples Convenience Card, his/her purchase will appear in DAS PS and Participating Entities' regular Staples invoice with Level III reporting information. This gives DAS PS and Participating Entities procurement organizations the ability to more closely monitor purchases made by associates at Staples retail stores for office supplies, copy services and furniture.

iii. Supporting documentation

Register receipts for purchases made at Staples' retail stores shows DAS PS and Participating Entities' contract price and savings when lower than retail. Tax exempt receipts will show an "N" beside all tax exempt prices and

will list the tax exempt number on the receipt. Below are examples of Staples' retail store standard and tax exempt receipts:

STAPLES
 that was easy.
 Low prices. Every item. Every day.
 110% Price-Match. Guaranteed.
 500 Staples Drive
 Framingham, MA 01702
 (508) 263-0000


SALE 111111 1 001 00179
 0997 01/05/06 03:21
 QTY SKU OUR PRICE

1	Comp Ppr 9.5X11 25	177154	32.23
	Contract Price \$22.23		-10.00
1	HP LASERJET Q2612A	516331	69.99
	Contract Price \$49.99		-20.00
	SUBTOTAL		72.22
	Standard Tax 5.00%		3.61
	TOTAL		\$75.83
	Convenience		75.83
	Card No.:XXXXXXXXXX7995 <-		
	Auth No.: 123456		

TOTAL ITEMS 2
 Master Account 0001001792

Compare and Save
 with Staples-brand products.
 THANK YOU FOR SHOPPING AT
 STAPLES!

Shop online at www.staples.com



09970105060017901

STAPLES
 that was easy.
 Low prices. Every item. Every day.
 110% Price-Match. Guaranteed.
 500 Staples Drive
 Framingham, MA 01702
 (508) 263-0000


SALE 111111 1 001 00179
 0997 01/05/06 03:21
 QTY SKU OUR PRICE

1	Comp Ppr 9.5X11 25	177154	32.23N
	Contract Price \$22.23		-10.00
1	HP LASERJET Q2612A	516331	69.96N
	Contract Price \$49.99		-20.00
	SUBTOTAL		72.22
	Tax Exempt Number 671170545		
	TOTAL		\$72.22
	Convenience		72.22
	Card No.:XXXXXXXXXX7995 <-		
	Auth No.: 123456		

TOTAL ITEMS 2
 Master Account 0001001792

Compare and Save
 with Staples-brand products.
 THANK YOU FOR SHOPPING AT
 STAPLES!

Shop online at www.staples.com



09970105060017901

iv. Usage reports

Staples can provide usage reporting for DAS PS and Purchasing Entities' retail purchases.

v. Purchasing Entity Purchase Orders

Purchases will be paid for at the time of purchase; therefore, purchase orders aren't available for in store purchases.

vi. Master Agreement Pricing (For example, how will the Proposer ensure that all Purchasing Entities will get agreed-upon Master Agreement Pricing?)

All the data related to DAS PS and each Participating Entity's procurement program, including pricing is captured on one integrated system, which provides nationwide consistency and tremendous reporting capability. This system controls all data-processing functions including order entry, billing, inventory control and management reports.

f. Explain the Proposer's capabilities to create customized shopping lists for end-users, including blocking items, adding proprietary items, etc.

Shopping lists, blocking items and adding proprietary are not available at Staples' retail locations.

g. Describe the Proposer's escalation procedures for back-orders, retired products, and other order problems. Include a description of how Purchasing Entity is notified of the delays for Off-Line Ordering Process.

DAS PS and Participating Entities will not need to place orders for retail store purchases, therefore there would not be any backorders or other order problems.

14. Catalog Possible Points: 15

Describe Proposer's ability to provide a tailored catalog to meet the needs of different Participating Entities. For example, can the Proposer delete items or whole categories from its product offering at the request of individual states or other entities that sign a Participating Addendum?

Staples has the ability to provide tailored online catalogs to meet the needs of each Participating Entity under the WSCA agreement. We have employed a catalog management and syndication tool that allows us to maintain customer-specific catalogs, and to deliver them in a variety of electronic formats.

15. Sourcing and Labeling of Green Products Possible Points: 100

It is desirable for Proposers to offer a wide range of products with verified sustainability attributes.

Staples Advantage currently offers over 10,000 products with environmental attributes.

15.1. Describe how Proposer identifies and verifies the environmental claims and other sustainability attributes of the products in Proposer's offering.

a. Does Proposer have a minimum threshold or established criteria for the products that Proposer consider to be "green" in Proposer's offering?

Yes. All manufacturers in our supplier base may verify any of the 32 third-party environmental certifications that we mentioned in section 2.i of Part 2. We also require verification of total recycled and post-consumer waste content.

b. How does Proposers verify the environmental and other sustainability claims of the products in Proposer's offering?

Staples' Supply Chain Procurement works with Staples' partners (manufacturers) to keep sustainable attributes current. All suppliers are required to keep their certifications current in StaplesPartners.com. This is reviewed and updated monthly as needed.

c. Does Proposer rely on any third party environmental, health or other sustainability certifications? If so, please list all of the certifications and standards that Proposer uses to verify the sustainability claims of the products Proposer offers.

Within our core product assortment, we have identified more than 3,500 items that meet third-party standards and certifications. These certifications/standards include:

- ♦ AP Certified Non-toxic
- ♦ BPI Compostable
- ♦ Certified Organic
- ♦ Cradle to Cradle™
- ♦ Design for Environment Program
- ♦ EPA ENERGY STAR®
- ♦ EPEAT
- ♦ Fair Trade Certified™
- ♦ Forest Stewardship Council®
- ♦ Green Seal™
- ♦ GREENGUARD Indoor Air Quality
- ♦ level® Sustainable Furniture
- ♦ Rainforest Alliance Certified™
- ♦ Recycle/Pre and Post-Consumer Recycled
- ♦ Remanufactured
- ♦ Ecologo
- ♦ Scientific Certification Systems Indoor Advantage/Indoor Advantage Gold
- ♦ Staples' Easy on the Planet



We are continually working to improve our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications.

d. How does Proposer verify the recycled content of Proposer's products (including both total and post-consumer recycled content)?

Staples requires that all products that flow through our distribution model be established by the manufacturer in our Staples Partners system. Any product with an environmental attribute must be verified with electronic affidavit of certification as the products are set up in our system. All third-party certifications and claims are subject to audit.

15.2. Describe how Proposer labels the products and services in Proposer's offering that have environmental, health or other sustainability benefits? Specifically:

a. Describe and explain how Proposer's on-line system will identify products that have been awarded third party environmental certifications, that have recycled content, or that have other environmental attributes that are consistent with this RFP's specifications.

Staples works closely with our suppliers to include all environmental attributes and third-party certifications in their product description and product search tags. Due to the finite amount of space available for logos, we include basic environmental logos in the product field and encourage our suppliers to have the advanced environmental logos in the products short and/or long description field.

b. Please list any third-party certifications or other environmental standards (such as EPA's Comprehensive Procurement Guidelines for recycled content) that Proposer includes in its product descriptions of the green products that Proposer offers. Proposers are encouraged to include screen shots demonstrating how Proposer label its green products.

Staples uses the most credible third-party certifications based on product category and those certifications and attributes are called out in the item descriptions.

Screenshot of Staples' Green Identifiers on StaplesAdvantage.com



15.3. What does Proposer eliminate products from its offering that contain chemicals or materials of concern. For example:

a. Does Proposer work its supply chain to find replacements for products that contain mercury, lead, PVC, bis-Phenol A, formaldehyde or other chemicals of concern?

Yes. Staples' Vice President, Senior Scientist Roger McFadden, works with our supply chain to eliminate these chemicals of concern. Our education institution partner, Rochester Institute of Technology Sustainability Laboratory also works with our supply chain and senior leadership to attain our objectives.

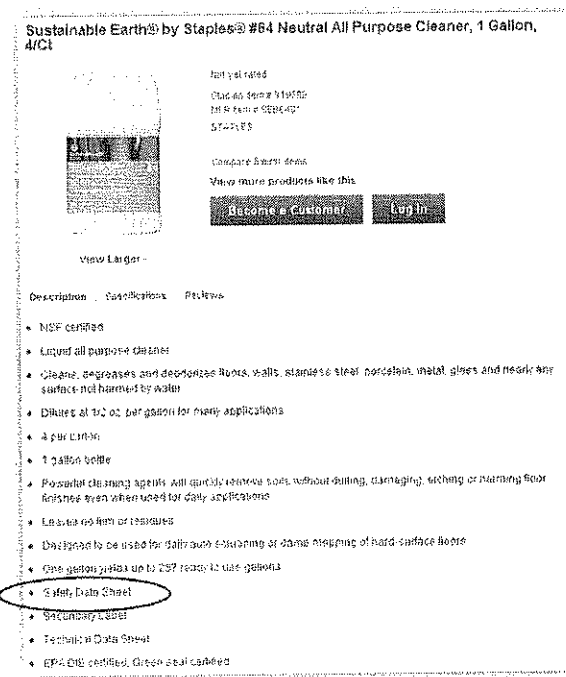
b. Does Proposer label products that contain chemicals that are known to cause cancer, birth defects or other reproductive harm in order to warn end-users?

Yes. We are now working with a select group of suppliers to establish Health Product Declarations as a standard.

c. Does Proposer link to the MSDS of products in Proposer's offering?

Yes. From the product page, end users can access MSDS and complete manufacturer specifications.

Sample Product Search Screenshot



End users can also access MSDS by clicking on the "Customer Service" on the StaplesAdvantage.com homepage and can click on the "Material Safety Data Sheets" link toward the bottom of the Customer Service page. This will take them to our MSDS website, where they can enter product name, product number, manufacturer or brand name to find the data sheet for the item they are searching.

d. Does Proposer suggest more environmentally preferable products to its customers when they attempt to purchase products that contain chemicals or materials of concern? If yes, please explain how.

Yes. StaplesAdvantage.com has the functionality to recommend products ordered by DAS PS and Participating Entities' end users and that are specified by the customer. This functionality is only implemented at a customer's request, in collaboration with each Participating Entities' account management team and it is enabled using the staples order management system based upon DAS PS and Participating Entities' specifications.

15.4. How many products can Proposer offer on this Master Agreement that meet the environmental specifications listed above?

Staples Advantage offers over 10,000 products with reduced environmental impact based on the recycled content type, the 32 third-party certifications that we track as well as seven additional environmental features that we measure.

a. Provide a list of each product the Proposer is offering in its proposal, by category, that carries at least one environmental/health certification listed in the specifications above (e.g., ACMI AP, Design for the Environment, Green Seal, GREENGUARD, EcoLogo, ENERGY STAR, Biodegradable Products Institute, etc.). Also include in Proposer's list products that meet other environmental standards in the mandatory requirements above (e.g., products that comply with the US EPA's Comprehensive Procurement Guidelines for recycled content).

Staples acknowledges and agrees to this requirement. Please refer to the "Environmental Attribute Products" tab for a listing of the products Staples is offering in track two of our price proposal.

b. Please note whether each green product is available online, in retail stores, or both.

The green products included in this RFP are available online. Due to the ever-changing product selections in our retail stores, we are unable to confirm the green products availability.

15.5 Describe what Proposer does to offer products and services that promote:

a. Toxics reduction and "green" chemistry

The introduction of new chemicals over the past few decades has improved the quality, efficiency and convenience of products. At the same time, Staples recognizes that not all chemicals, materials and products are created equal when it comes to their potentially adverse effects on human health and the environment.

As a result, Staples is committed to offering products that are inherently safer and more sustainable across their lifecycle to help maintain a healthy workplace and environment. Here's how we're accomplishing this:

- ♦ Increasing our offering of safe workplace solutions, including our Sustainable Earth by Staples cleaning products. A Sustainable Earth by Staples cleaning product is one that performs equal to or better than conventional or competing products and has a reduced effect on environmental and human health when compared with competing cleaning products that serve the same purpose. These products are designed and/or certified to meet third-party standards for greener chemistry developed by credible, independent organizations like EPA DfE, Green Seal™ and GreenGuard.
- ♦ Partnering with collaborative groups that drive the advancement of green chemistry, green engineering, safer chemicals and more sustainable products in the marketplace.
- ♦ Responding to market demand for high performance products designed and made without hazardous chemicals of concern and promoting the use of chemicals, processes and products that are inherently less hazardous.
- ♦ Working with our suppliers to eliminate hazardous chemicals and transition to safer alternatives.

b. Improvements in indoor air quality

Staples offers many products to help customers improve their indoor air quality, like furniture products certified to the GREENGUARD Indoor Air Quality and SCS Indoor Advantage standard and cleaning products designed to the EPA Design for Environment, Green Seal and EcoLogo standards. By using these types of products, our customers are reducing exposure of their employees, cleaning staff and customers to indoor air toxins impacting human health. In addition to continuously increasing our offering of safe workplace solutions, we partner with collaborative groups to drive advancement of more sustainable products in the marketplace and work with suppliers to drive improvements. In addition, the Staples Sustainable Innovation Laboratory (SSIL) within the Golisano Institute for Sustainability at the Rochester Institute of Technology (RIT), opened in 2012 with a donation from Staples, is conducting research to evaluate and mitigate common sources of indoor air pollution in the office environment.

c. Waste minimization and recycling

Waste reduction and recycling is one of the key pillars of our environmental commitment. We're one of the largest ink and toner recyclers in the world and the only supplier in our industry that customizes the size of our delivery boxes to your order. We are committed to waste reduction and recycling across all of our operations and as part of our service offering to our customers.

Last year, we collected more than 76.5 million ink and toner cartridges and nearly 19.4 million pounds of e-waste from our customers, globally, for responsible recycling.

Internal Packaging Reduction Initiatives

Every ounce of material we can eliminate from our product and delivery packaging translates into a business win for our customers since it means less waste employees need to deal with.

We are reducing packaging in several ways:

- **Working with our largest suppliers** to optimize and reduce product packaging, balancing product protection, marketing and environmental considerations. This includes integrating sustainability considerations into ongoing repackaging work of Staples® brand products, both primary product packaging and secondary master case packaging.
- **Cutting down on our own delivery packaging** by rolling out a new technology in our fulfillment centers that tailor box sizes to the exact size of the order, reducing packaging materials and waste. In addition to utilizing less corrugate, more efficient box unitization will lessen our use of air pillows by approximately 60%. Our new approach to packaging will result in an annual carbon footprint reduction of more than 30,200 tons which is equivalent to 120,000 trees.

Internal Waste Reduction Programs

As a member of the EPA's WasteWise program and a National Recycling Coalition award winner, recycling and waste reduction is important to Staples. We have formal processes for recycling in all of our facilities and some of our locations compost waste. Our recycling efforts include cardboard, mixed paper, plastic shrink wrap, bottles and cans, computer equipment, cell phones, rechargeable batteries and other materials.

Reducing the use of paper is also a key focus. Throughout several of our buildings, we have changed our copiers to automatic double-sided printing and we are currently rolling out managed print technology that promotes more efficient usage of paper when printing.

Customer Waste Reduction Initiatives

Increasingly, organizations are not only seeing the environmental value of eliminating waste in their business, they are seeing the economic value as well. That's why many leading companies turn to Staples for help implementing recycling and waste reduction programs in their business.

Here's how we can support DAS PS and Participating Entities:

Waste Reduction

We can help you drive waste out of your program by:

- ♦ **Reducing packaging waste** at your facilities by encouraging order consolidation practices by your employees – these initiatives have reduced packaging and shipping material waste by up to 20% for some customers.
- ♦ **Paper conservation** through education campaigns and managed print technology which networks with your fleet of printers and can help you reduce paper consumption and encourage cost-saving printing habits among employees.

Ink and Toner Recycling

We make it easy to recycle your used ink and toners cartridges **by picking them up for free**. Staples and our partner Clover Technologies are committed to ensuring that our ink and toner recycling program is a zero waste process. We:

- ♦ Reuse components rather than grinding the cartridges down to base materials
- ♦ Recycle the core and the end caps, reuse the clamshell packaging and always ship in bulk to the recycling center
- ♦ Disassemble the cartridge into its component parts when a cartridge is no longer suitable for remanufacturing
- ♦ Regrind components, such as the plastic and use in the plastic of other products such as plastic casings and clips for ink and toner

Technology Recycling

As a value-add to our customers, we can help your employees responsibly recycle a wide range of technology items at U.S. retail stores. This includes **free recycling** and **data destruction** of:

- ♦ Technology products, through our recycling partner Electronic Recyclers International, including:
 - All printers, computers and other office technology products
 - Small computer components (mice, speakers, keyboards, etc.)
 - Small electronics including GPS devices, digital cameras, MP3 players, mobile phones and cordless phones
- ♦ Rechargeable batteries can be recycled **free of charge** using collection boxes requested from our recycling partner the Rechargeable Battery Recycling Corporation

Staples can also help customers coordinate collection of old lamps, ballasts and lights, digital tapes and media for responsible recycling, as well as office furniture for decommissioning.

d. Energy conservation and use of renewable energy

For the past decade, Staples has been an industry-leader in renewable power investment. Our energy conservation and renewable power investments have resulted in a 30% absolute reduction in carbon emissions from 2001 to 2010. We're ranked 7th on the EPA's Green Power Partnership Fortune 500 list of leading renewable energy purchasing companies and 4th among retailers in 2013.

Globally, we aim to reduce the electrical intensity of our global operations by 25% and our global carbon emissions by 75% (after accounting for offsets) and 25% (before accounting for offsets) by 2020, from a 2010 baseline.

Solar Power

We host 37 solar power installations at our facilities, which produced more than 14.5 million kWh of clean energy in 2013, with additional sites under consideration. Facilities using solar power range from some of the company's largest fulfillment centers to mid-sized retail stores. These systems are commissioned under a Power Purchase Agreement whereby Staples agrees to a long-term purchase of electricity from our solar power provider, SunEdison, who installs, operates and maintains the systems.

Green Power Purchase

In 2012, we purchased more than 516 million kWh of green power in the form of renewable energy certificates (RECs), equivalent to over 75% of Staples total electricity use nationally, or the electricity consumed by more than 45,650 homes annually. Our investments in supporting renewable energy help to offset more than 300,000 tons of CO₂. In 2013, we further increased our commitment and now purchase more than 636 million kWh of renewable power, or the equivalent of 100% of our U.S. electricity needs.

Wind Turbines

We are investigating several opportunities to install wind turbines at our owned facilities where the wind speeds appear favorable. Specifically, we're exploring potential opportunities at several fulfillment center locations.

Fuel Cells

In 2009, we commissioned the company's first natural gas fuel cell in conjunction with Bloom Energy, which along with a solar power system, now contributes more than 90% of the energy for our 450,000 square foot Ontario, California fulfillment center. In 2011, we installed a second system at our 740,000 square foot Rialto, California retail distribution center. Together, the two installations will provide 6.5 GWh of electrical power.

Logistics

In 2010, we introduced the industry's first all-electric, emissions-free delivery truck that can travel 70 miles on a single battery charge. We currently have 53 all-electric vehicles in our fleet and continue to test other fleet efficiency measures, such as diesel-electric hybrid technology and advanced idle-reduction technology.

e. Protection of forests and biodiversity

Staples offers our customer a wide assortment of products that promote protection of forests and biodiversity, including those meeting Forest Stewardship Council certification. We also offer sustainable choices in our copy and print services.

Our Sustainable Paper Procurement Policy forms the foundation of our commitment to ensuring that the paper products we sell are sourced in an environmentally and socially responsible manner and defines our expectations for suppliers of paper-based products. The policy focuses on four key areas:

- ◆ Protecting forest resources and communities
- ◆ Reducing demand for virgin wood fiber
- ◆ Sourcing from paper mills committed to environmental excellence
- ◆ Reporting on our progress

We collaborate with several non-profits to help us improve paper-product sustainability and will continue to work closely with our suppliers and other stakeholders to ensure we are improving our forest-management practices, protecting endangered and high conservation-value forests and developing more sustainable products.

Through our participation in Rainforest Alliance's SmartSource program, we supported the development of a Web-based sustainability sourcing evaluation tool for wood and paper products. The SmartSource 360 online tool enables large paper buyers like Staples to trace the origins of these products and determine whether responsible sourcing practices have been used. Over the past two years, Staples has rolled out SmartSource 360 to more than 30 suppliers in Asia and elsewhere to gain additional visibility into wood fiber sourcing practices of our paper-based products. To help build capabilities with our suppliers, we have hosted several training sessions for our suppliers and participated in two responsible fiber sourcing events in China over the past two years.

For several years, Staples has helped lead a multi-stakeholder effort called the Carbon Canopy in collaboration with the Dogwood Alliance. This effort engages other conservation groups, global brands, wood product companies and landowners to protect forests, combat climate change and help develop sources of Forest Stewardship Council-certified paper and wood products.

f. Water conservation

Staples consumes very little water in our direct operation and have deigned low flow water fixtures in all facilities. However, Staples has products throughout our interdependent global supply chain that does have impacts. Staples is working specifically with the paper and electronics industries to reduce the overall water impacts per unit of product sold. Dry pulping technology and recycling and reuse of water are specific examples in the paper industry. Product design for Staples brand Sustainable Earth Brand products in concentrate eliminated the shipment of large quantities of water nationally but the benign nature of the product due to the elimination of toxic chemical make it safer to discharge and not threaten local watersheds and aquifers.

g. Other sustainability benefits

15.6. Describe the Proposer's programs and resources (e.g., webpages, stand-alone green product catalogs, etc.) designed to train WSCA-NASPO Participating States to transition to using green products. Please attach any training materials Proposer uses to encourage the (proper) use of its green products.

Comprehensive Program Launch Campaign

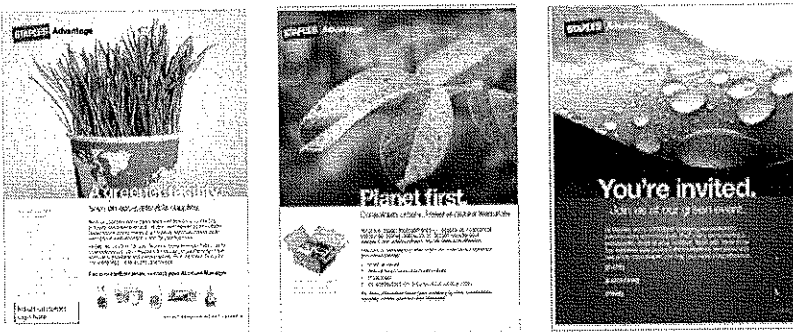
We can help ensure high program compliance from day one by developing a communication campaign. Our Field Marketing team can work with DAS PS and Participating Entities to customize a communication plan to meet each's unique needs and maximize awareness. We can create eye-catching program announcement emails, flyers and other materials that communicate sustainability program benefits to end users.

Ongoing Communication Support

Once a program has launched, we could encourage the use of green products with regularly scheduled communications conveying the benefits of the Participating Entities' sustainability office supply supply program to users. We also have dedicated Compliance Support teams to proactively contact end users with program information as needed. We can develop communications that:

- Highlight why it is important to comply with the Staples Advantage program in order to maximize savings opportunities
- Promote product categories within a preferred/contract item list
- Communicate special initiatives, such as campaigns to raise environmental product awareness
- Align DAS PS and Participating Entity goals and initiatives with each's Staples Advantage program

Sample Green Product Category Promotions



Online Compliance Controls

StaplesAdvantage.com offers features that drive end user compliance to your environmental programs, including:

- The ability to **customize your ordering site's home page** with messaging to remind end users of key program rules (such as green initiatives) and guide them to preferred item shopping lists
- Shared or personal shopping lists populated with commonly ordered or preferred core items

Environmental Resources

Recognizing the growing importance of sustainability to our customers, we appointed Mark Buckley as our Vice President of Environmental Affairs over 10 years ago. Mark's sole responsibility is to work with our business customers and help them to achieve their environmental goals. His has extensive knowledge of sustainability trends and issues and provides insight into the best practices of our other customers to help DAS PS and Participating Entities enhance their program.

Having the right expertise to support you in your initiatives is essential. With Staples Advantage, DAS PS and Participating Entities will be supported by:

- ◆ Our team of corporate sustainability experts who can provide strategic consultation and help will shape a sustainability program that advances your goals by:
 - Quantifying both passive and active sustainable accomplishments
 - Implementing programs that drive sustainable buying patterns
 - Creating a "3 E" program complimenting your initiatives
 - Ecology
 - Economy
 - Education
 - Designing Sustainability Surveys for faculty, staff, students and parents
 - Putting together programs that:
 - Compost
 - Renew with tree plantings and other sequestering activities
 - Alternative Energy Consult
 - Alternative Transportation Consult
 - Internship Opportunities
- ◆ Our Field Marketing team can develop education campaigns to increase end user compliance to DAS PS and Participating Entities' sustainable purchasing programs
- ◆ Each Participating Entities' account management team will recommend high-performing alternative products to meet your environmental goals and provide regular benchmarking and reporting of your environmental spend

15.7 Describe any plans Proposer has underway to improve the sustainability attributes of Proposer's products over the life of the Master Agreement.

Staples Advantage can offer a program designed to meet your organization's sustainability goals. Through a combined focus on improving the sustainability of what you buy as well as how you buy, we can help you:

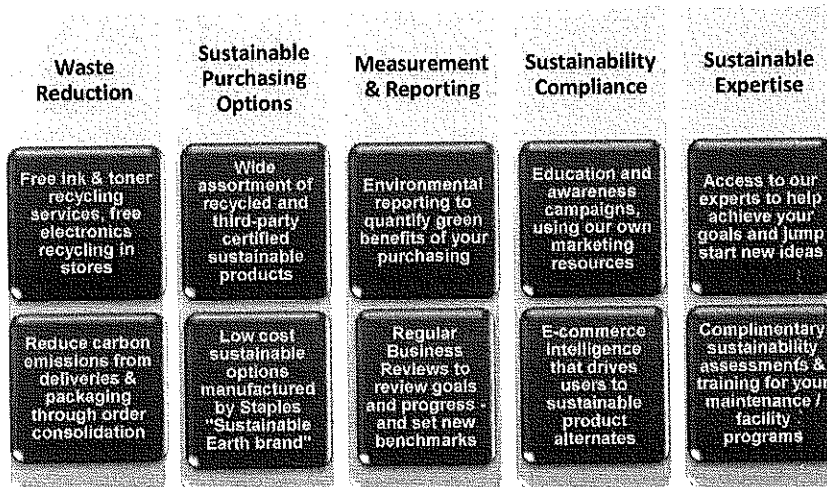
- ◆ Reduce carbon emissions and air pollution associated with your purchasing
- ◆ Increase the purchase of recycled products – across all your business spend
- ◆ Decrease packaging and facility waste
- ◆ Responsibly recycle ink and toner cartridges, at no cost
- ◆ Control paper usage – resulting in saved trees
- ◆ Provide intermediate recycling options
 - E-Waste Recycling
 - Furniture Recycling
 - Dispenser Recycling

- Sustainable Supply Chain
- Provide agricultural bio-based, compostable and advanced environmental attribute products
- Reduce energy
- Institute environmentally safe cleaning and maintenance solutions
- Increase employee awareness and buy-in for your sustainability programs

Watch the following video to see how we can help you go green:

<http://www.staplesadvantage.com/videos/goinggreen/>

The Five Pillars of our Sustainability Program



Broad Environmental Product Assortment

Greening your spend means having access to a wide assortment of products made from sustainable materials, designed to eliminate unnecessary waste. With over 10,000 eco-preferable items to choose from, we make it easy for you to find high quality, great-value products.

Driving Green Behavior

In order to meet most green goals, you need your employees' active participation. Staples offers our Field Marketing team as a dedicated resource to develop customized emails, brochures and other communication materials that promote end user compliance to your sustainability initiatives and programs.

Sample end user campaigns include:

- Order consolidation campaigns that help to minimize Staples' truck deliveries to your locations, resulting in CO₂ savings and reduced packaging waste at your facilities
- Paper reduction and conservation campaigns
- Demand management campaigns to promote the usage of environmentally conscious product alternatives on your e-commerce site

Eco Reporting

You also want to be able to capture and report your organization's green purchasing habits and spend to key stakeholders. We make it easy for customers to measure the impact of their sustainable initiatives through clear, detailed reporting and Business Reviews. These can be customized to capture the metrics you report on – such as CO₂ reductions or trees saved.

Some of the environmental benefits/savings our reporting can calculate include:

- ♦ Recycled paper spend and environmental benefits versus paper from virgin wood such as trees saved, water and energy usage avoided and solid waste reduced
- ♦ Small, inefficient order reduction benefits in terms of reduced packaging and delivery materials and fewer emissions

Our standard environmental reporting captures:

Recycled Content

- ♦ Total Recycled Content
- ♦ Post-consumer waste
- ♦ Remanufactured/Refurbished

Third-Party Standards/Certifications

- ♦ AP non-toxic certified
- ♦ BIFMA level furniture certifications
- ♦ BPI compostable certified
- ♦ Cradle to Cradle Certified
- ♦ EcoLogo Certified
- ♦ ENERGY STAR
- ♦ EPA CPG
- ♦ EPA DfE
- ♦ EPEAT Certified
- ♦ FSC paper or wood
- ♦ SFI paper
- ♦ Green Guard Indoor Air Quality Certified
- ♦ Green Seal™
- ♦ Rainforest Alliance Certified
- ♦ SCS Indoor Advantage
- ♦ PEFC Certified

Other Environmental Attributes

- ♦ Bio-based (%)
- ♦ Chlorine Free Papers
- ♦ Refillable Writing Instrument
- ♦ Rechargeable

Advanced Reporting

- LEED Point Eligibility Reporting.
 - MR1
 - MR2
 - MR2.1
 - MR2.2
 - MR5
 - MR6
 - EQ3.3
 - EQ4.5