

PROPOSER QUESTIONNAIRE

Form A

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

Questionnaire completed by: Jeremy Landis, Senior Manager Strategic Alliances

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. Please place your proposal response in a three-ringed binder tabbed as indicated below. Two complete copies are required. All information must be typed, organized, and easily understood by evaluators. Please limit your answer and documentation as they directly relate to this RFP.

INSIDE FRONT COVER (pocket or 3-ringed binder sleeve)

- **Original executed forms D, E, H & I.**
- **Electronic submission of proposal (CD).**
- **Bid Security (or Cashier's Check)**
- **Certificate of Insurance**

Please insert a table of contents

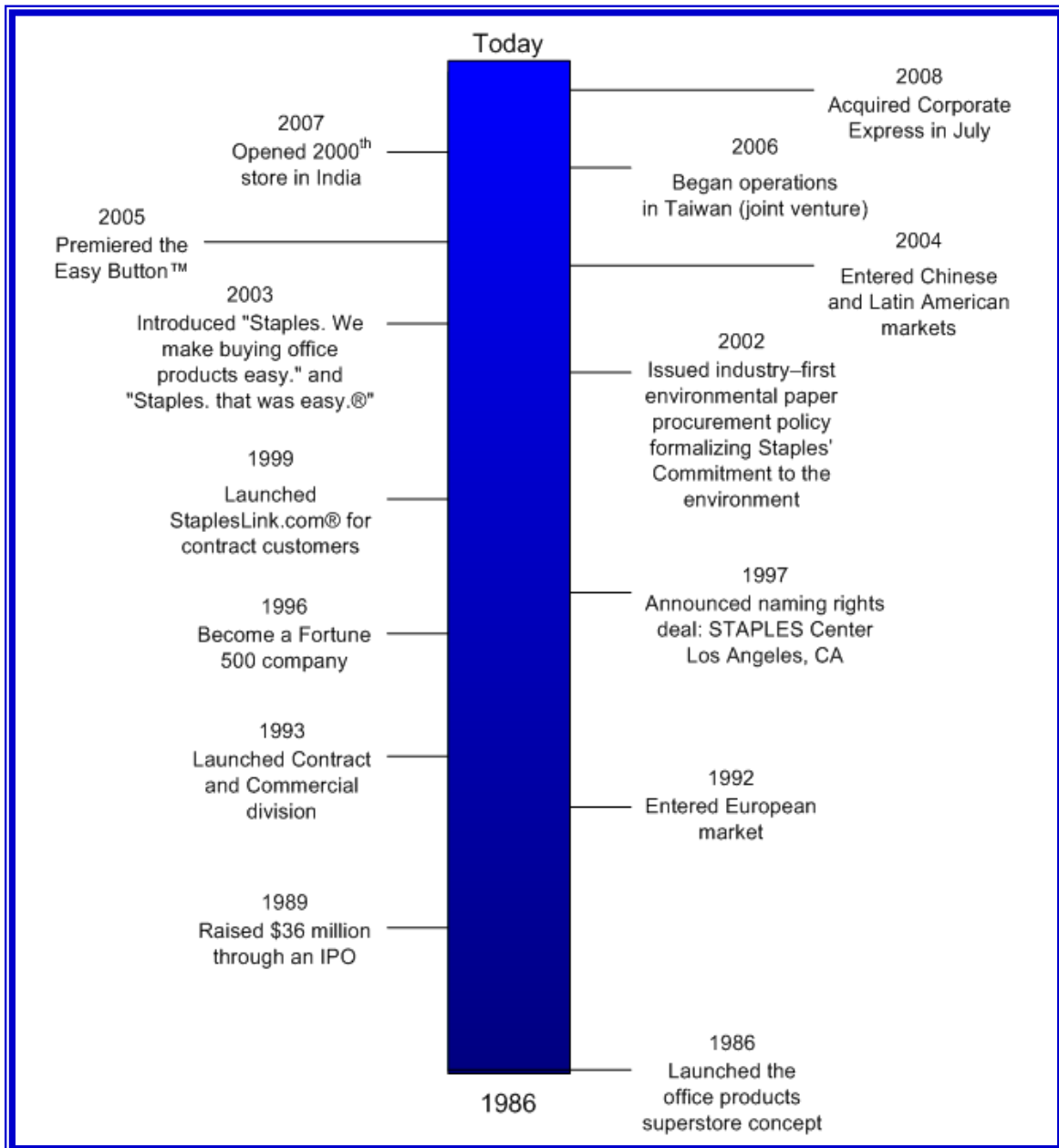
Tab 1: Company Information

- 1) Provide the full legal name, address, and telephone number for your business.
Staples Contract & Commercial, Inc., operating as Staples Advantage
500 Staples Drive
Framingham, MA 01702

- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
Jeremy Landis
Staples Advantage
1945 Old Gallows Rd
Suite 210
Vienna, VA 22182
jeremy.landis@staples.com
Phone: 703-734-8710 x241

- 3) Provide a brief history of your company that includes its goals and philosophy.
For more than 20 years, Staples has been the industry pioneer, making it easy for businesses of all sizes to get the products and services they need. Originally founded by entrepreneur Tom Stemberg as a retail store concept, we've grown to become the leader in all business channels – retail, online and business-to-business delivery.

Company Milestones



- **2008** – Acquired Corporate Express in July and became a truly global business, serving contract customers in North and South America, Canada, Europe, Asia and Australia
- **2007** – Opened 2000th Staples store in India
- **2006** – Begins operations in Taiwan as UB Staples® through a joint venture with UB Office Systems’ subsidiary, UB Express
- **2005** – Unveiled our new corporate responsibility initiative "Staples Soul" and published our first Corporate Responsibility report; Premiered the Easy Button™ and a new American icon was born
- **2004** – Invests in Shanghai-based office delivery business, OA 365, to enter the Chinese marketplace; enters the Latin American market with the acquisition of Officenet, a Brazilian and Argentinean office products delivery business
- **2003** – "Staples. We make buying office products easy." is introduced as the new corporate brand promise, supported by the new tagline, "Staples. that was easy.®"
- **2002** – Becomes the world's largest seller of office supplies, with revenues topping \$11 billion; issues industry-first environmental paper procurement policy formalizing Staples' commitment to the environment
- **1999** – Launches StaplesLink.com® for contract customers
- **1997** – Announced naming rights deal for the STAPLES Center in Los Angeles
- **1996** – In 10 short years became a Fortune 500 company; only the sixth company in history to achieve \$3 billion in sales within 10 years of start-up
- **1993** – Launched Contract and Commercial division to serve multi-site organizations and Fortune 1000 businesses
- **1992** - Entered the European market
- **1991** – Help found Canada’s first office superstore, The Business Depot LTD.
- **1989** – Raised \$36 million through an IPO
- **1986** – Invented the office products superstore concept with the opening of its first store in Brighton, Massachusetts

Staples is the world’s largest office products company with \$23 billion in sales revenue and 91,000 talented associates. Our vision is to be the best company in the world at providing products and services for the office, and our commitment to providing exceptional customer service is embodied by our brand promise “We make buying office products easy.”

Staples’ strategy is to maintain our leadership in the office products industry through:

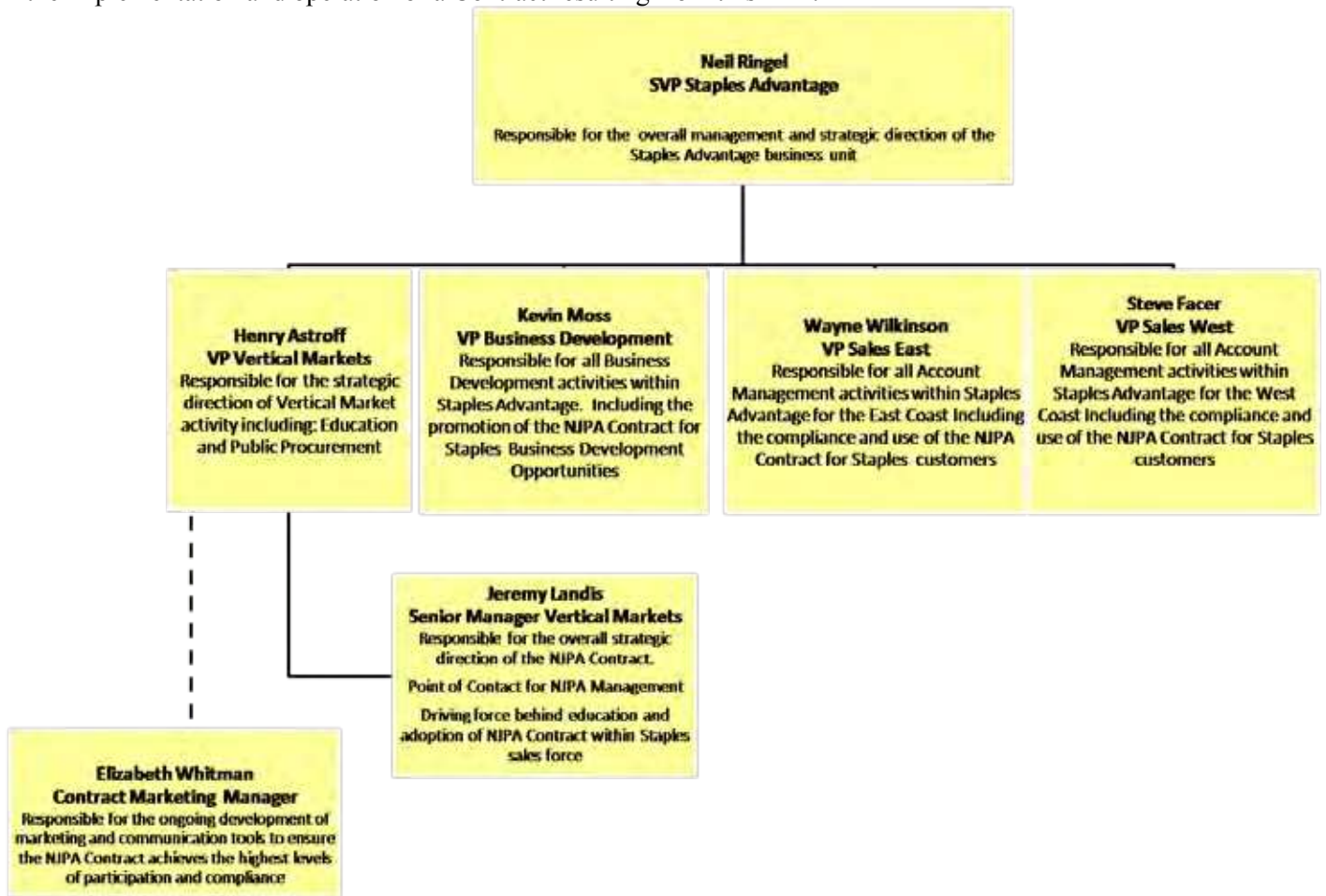
- **Differentiated Brand** - Become the office products company of choice
- **Best Execution** - Deliver industry-leading service at the lowest cost
- **Market Leadership** - Develop into a global company with a leadership position all markets

While our brand, execution and market leadership have already contributed to our leading position in the industry, ***our growth will continue to be fueled by:***

- Continued development of our innovative Staples® brand products
- Expansion in our retail and delivery channels as well as emerging markets
- Focus on Staples Soul, our commitment to corporate responsibility

Our ***strong corporate values*** move us to embrace diversity, sustain the environment, give back to our communities and practice sound ethics. Combining these values with our global business strategy and operations contributes to our financial success and helps us become a great employer, corporate citizen and neighbor. We strive to provide superior value to our customers through a combination of everyday low prices, a broad selection of products, easy to use Web sites and reliability and speed of order delivery.

- 4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.



- 5) How long has your company been in the **OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES**, industry?

Staples has been in business since May 1986 when we opened our first retail store in Brighton, Mass. We launched our contract and commercial division – now “Staples Advantage” – in 1993.

- 6) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products and services being proposed?

Staples would best be described as a distributor/dealer/re-seller.

- a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are

proposing.

Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers.

- b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force in delivering the products and services proposed. Are these people your employees, or the employees of a third party?

N/A

- 7) For public companies, provide your most recent annual report to shareholders.

Staples' annual reports are available electronically at: <http://investor.staples.com/phoenix.zhtml?c=96244&p=irol-reportsannual>. Please also see Tab 11 for hard copies of Staples annual report.

- 8) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

N/A

Tab 2: Industry-Marketplace Successes

1) List and document recent industry awards and recognition.

Company Rankings

- #1 on *Institutional Investor* magazine's America's Top Shareholder-Friendly Companies (Retailing/Hard Lines Category) (2008 and 2009)
- #109 on Fortune 500 (2009) – up from #128 last year
- #397 Fortune Global 500 (2009) – up from #439 in 2008
- #5 on Fortune Most Admired Specialty Retailers (2009)
- #83 on *Barron's* 500 (2009) – up from #304 last year
- #499 on *Forbes* World's 2000 Largest Public Companies (2009)
- #319 on *Forbes* 400 Best Big Companies (ranked nine consecutive years)
- #111 on *Brand Week's* America's Top 2000 Brands (2008)
- #79 on *CRO Magazine* (formerly *Business Ethics*) Best Corporate Citizens list (2009)
- #4 among 35 retail sector companies and #40 among 541 global companies evaluated in the 2008 Covalence Ethical Ranking
- #31 of 78 in *Boston Business Journal's* "Boston's Largest Corporate Charitable Contributors" – first time ranked (2008)
- # 14 on *Boston Globe* 100 Top Companies (2009)
- Named to *Boston Globe* 100 Best Places to Work (2008 and 2009)
- #47 on *STORES Magazine's* "Hot 100 Retailers" (2009)
- #29 on *STORES Magazine's* "Top 100 Retailers" (2009)
- #4 on *MultiChannel Merchant* Top 100 (2009) – up from #5 in 2008

Company Awards

- Ron Sargent named "Best CEO" by *Institutional Investor* Magazine (Retailing/Hard Lines Category) (2009)
- Officenet Staples (Argentina) was named a finalist for the U.S. State Department's 2009 Award for Corporate Excellence, which recognizes businesses that demonstrate good corporate citizenship (2009)
- Received *Modern Materials Handling* magazine's 2008 Innovation Productivity Award for innovative use of a robotic fulfillment system, called KIVA, now operating in two of Staples Advantage's 37 fulfillment centers in the U.S. (2008)
- Staples Advantage Call Centers have been recognized by J.D. Power and Associates for providing "An Outstanding Customer Service Experience" for six years in a row*
- Jay Baitler, Executive Vice President of Staples Advantage, named to *Supply & Demand Chain Executive* magazine's Provider Pros to Know (2004 – 2008)
- Staples Advantage named to *Supply & Demand Chain Executive* magazine's Executive 100 (2003–2008)
- City Business Journals Network's "American Brand Excellence Award" (2007-2008)

Environmental Awards and Recognitions

- Ranked #20 in *Newsweek's* Top 500 Green Companies – ranked #2 within the retail industry
- Recognized as one of the "World's Top 20 Sustainable Stocks" by SustainableBusiness.com (2008)
- In September 2009, for the sixth consecutive year, Staples was selected as a component of the Dow Jones Sustainability Indexes (DJSI). Staples scored 64 compared to average industry score of 47, The DJSI track the performance of sustainability leaders on a global scale
- Staples Advantage Canada was awarded ISO 14001 Environmental Certification in March 2009, joining Staples' other certified business sites in France, Denmark, Germany, the Netherlands, Sweden and the U.K.
- Corporate Express, a Staples company, was named the 2008 "Sustainable Company of the Year" in the eighth annual Australian Sustainability Awards
- Recipient of the National Recycling Coalition's 11th annual Recycling Works Award for its broad-reaching efforts to promote recycling and waste reduction among its customers and throughout its operations (May 2009)
- EPA Green Power Partnership Award (2008) and Green Power Leadership Award (2007) recognizing leading national purchasers of green power

- EPA 2007 Climate Protection Award. This award places Staples among some of the world’s most accomplished businesses and organizations working to protect the climate
- EPA Merit Award presented to Staples fleet director Mike Payette for Staples’ initiatives to reduce fuel use by delivery trucks (April 2009)
- As of the beginning of 2009, Staples ranked #5 among all retailers, #15 among Fortune 500 companies and #28 among all companies nationwide for use of green power by EPA Green Power Partnership program
- Named Corporate Citizen of the Year by New England Clean Energy Council – recognizing Staples’ for its outstanding efforts in clean energy and innovative recycling programs (2008)
- Received “Honorable Mention” in 2008 Green Dot Awards for Staples® brand environmentally preferable paper made from recycled sugarcane waste – the Green Dot Awards celebrate excellence in green products and services
- Safer Detergents Stewardship Initiative (SDSI) Champion Recognition (2008) – Awarded to Corporate Express, a Staples company, by EPA 's Design for the Environment Program, for commitment to reducing toxic chemicals in its Sustainable Earth® brand cleaning supplies
- Named South Florida Hispanic Chamber of Commerce’s 2009 “Green Company of the Year” (September 2009)
- Ranked #2 on Area’s Greenest Publicly Traded Companies list compiled by *Boston Business Journal* (2008)
- Staples’ Sustainable Earth® brand cleaning products received 2007 Most Innovative Green Products award from the ISSA Worldwide Cleaning Industry Association
- 2007 Climate Champion Award by Clean Air - Cool Planet (CA-CP), the leading nonprofit working to find and promote solutions to global warming in the Northeast (October 2007)
- 2007 AltWheels “Green Pioneer” Award honoring Staples for its position as the largest private user of solar power in New England (September 2007)

Diversity Awards and Recognitions

- Ranked #29 on Diversity MBA Magazine’s 50 Best Places for Diverse Managers to Work (2009)
- Tara Spann, Director of Diversity Initiatives for Staples, named to Diversity MBA Magazine’s Top 100 Diverse Emerging Leaders (2009)
- Readers’ Choice Award: A Best Diversity Company by DiversityCareers.com (2007)
- Named to America’s Top 50 Corporations for Multicultural Business Opportunities by DiversityBusiness.com (2007–2009)
- Selected as #56 on “Top 60 companies for Hispanics” in 2008 by Hispanic Business magazine
- Achieved a score of 93 on the Human Rights Campaign Corporate Equality Index, which rates 590 businesses on a scale from 0 to 100 based on lesbian, gay and transgender workplace policies and benefits (2010)
- PNC MWDBE Strategic Partnership Award (2006)
- Awarded the New York Life Silver Star Prime Award for Supplier Diversity (2005, 2006)

E-Commerce Awards and Recognitions

- Staples ranked #2 on Internet Retailer Magazine’s Top 500 largest e-tailers list (2007–2009); ranked #1 in total Web sales in the Office Supply Industry
- Web Marketing Association presented its WebAward to StaplesLink.com® for B2B Standard of Excellence, two consecutive years (2006–2007)
- EWay.com™ has received both the AIIM Best Practices Award and ADT Innovator Award for excellence in technology leadership

2) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer’s name, contact, and phone number.

<p>Health Science Center Texas Tech University 3601 4th Street STOP 9021 Lubbock, TX 79430 Donald Sarchet Sr. Director - Purchasing Ph: 806-743-7841</p>
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<p>Texas Tech University Drane Hall Lubbock, TX 79409 Jennifer Adling Dir. of Contracting & Purchasing 806-742-3844</p>

<p>Oakland Schools 2111 PONTIAC LAKE RD WATERFORD, MI 48328 Katrina Brunette, CPPO, CPPB Procurement & Contracting Mgr 248-209-2032</p>

3) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.

NYC Board OF Education Schools
65 Court Street
Brooklyn, NY 11201
Sales: \$36,010,896

Commonwealth of Pennsylvania
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Sales: \$15,758,525

New York State
Corning Tower – Room 3845
Albany, NY 12242
Sales: \$7,519,272

New York University
726 Broadway 2nd Floor
New York, NY 10003
Sales: \$5,661,892

UNC Chapel Hill
104 Airport Drive, Suite 2700
Chapel Hill, NC 27599
Sales: \$4,578,162

4) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

CUSTOMER TYPE	07 Sales	08 Sales	09 Sales
GOVERNMENT	\$90,599,643	\$121,713,893	\$134,267,660
EDUCATION	\$237,157,590	\$249,639,198	\$254,268,091
NON-PROFIT	\$53,071,359	\$61,083,274	\$65,245,228

Tab 3: Proposer’s ability to sell and service nationwide.

- 1) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?

Staples has a national service footprint that provides sales and distribution coverage for the entire U.S., with more than 2,000 sales and support positions employed directly by Staples whose sole responsibility is for the sales of the products/services contemplated in this RFP and are nationally dispersed throughout sales offices in the following locations:

<p>Central Region Albuquerque, NM Austin, TX Baton Rouge, LA Colorado Springs, CO Corpus Christi, TX Arlington, TX Coppell, TX Aurora, CO Greenwood Village, CO El Paso, TX New Orleans, LA Houston, TX San Antonio, TX</p>	<p>Central North Region Arden Hills, MN Beloit, WI Chicago, IL Urbandale, IA Eau Claire, WI Franklin Park, IL Green Bay, WI Joliet, IL Lincolnshire, IL Madison, WI Mankato, MN Maquoketa, IA Brookfield, WI Minneapolis, MN New Brighton, MN Oak Creek, WI Omaha, NE Onalaska, WI East Peoria, IL Stevens Point, WI Woodridge, IL</p>	<p>MidSouth Region Bessemer, AL Birmingham, AL Brentwood, TN Chattanooga, TN Huntsville, AL Kansas City, MO Knoxville, TN Little Rock, AR Lowell, AR Memphis, TN Mobile, AL Brentwood, TN Oklahoma City, OK Overland Park, KS St. Louis, MO Tulsa, OK</p>
<p>Mid-Atlantic Region Charlotte, NC Chesapeake, VA Sterling, VA Greensboro, NC Hanover, MD Henderson, NC Raleigh, NC Richmond, VA Salisbury, MD Vienna, VA</p>	<p>Midwest Region Cincinnati, OH Cleveland, OH Worthington, OH Novi, MI Indianapolis, IN Louisville, KY Richfield, OH South Bend, IN Southfield, MI Traverse City, MI Wyoming, MI</p>	<p>Southeast Region Atlanta, GA Columbia, SC Forest Park, GA Fort Myers, FL Ft. Lauderdale, FL Greenville, SC Jacksonville, FL LaGrange, GA Macon, GA Maitland, FL Marietta, GA North Charleston, SC Ocala, FL Orlando, FL Pembroke Park, FL Savannah, GA St. Petersburg, FL Tampa, FL</p>
<p>Northwest Region Alameda, CA Anchorage, AK Auburn, WA Fresno, CA Idaho Falls, ID Portland, OR Sacramento, CA Federal Way, WA Wilsonville, OR</p>	<p>Northeast Region Albany, NY Bedford, NH Vestal, NY Amherst, NY Cromwell, Ct Erie, PA Foxboro, MA Lawrence, MA Pittsburgh, PA Poughkeepsie, NY Rochester, NY Sharon, MA Stratford, CT East Syracuse, NY Trumbull, CT Westboro, MA</p>	<p>Southwest Region Los Angeles, CA La Mirada, CA Las Vegas, NV Monrovia, CA Ontario, CA Phoenix, AZ Poway, CA Salt Lake City, UT Simi Valley, CA San Diego, CA</p>
<p>Tri-State Region Aston, PA Valley Stream, NY New Cumberland, PA Englewood, NJ Parsippany, NJ New York, NY Bristol, PA</p>		

2) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the products/services contemplated in this RFP? a) Are these individuals your employees, or are they employees of a third party?

Staples doesn't believe in outsourcing our customer service. Instead, we operate our own network of customer service call centers staffed with Staples associates whose sole responsibility is to handle all customer service inquiries and provide a consistent customer service experience related to the products/services contemplated in this RFP. Within our call centers, we've built a "One and Done" culture where every customer service associate is empowered to resolve a customer's question on the very first contact, without the need to transfer the call or have the customer call back. This helps keep NJPA and its members' end users productive and focused on the tasks most essential to their respective organization.

- Staples has four (4) call centers in Englewood, NJ; Rochester, NY; Baton Rouge, LA; Halifax, Nova Scotia
- Call centers employ approximately 500 customer service associates and handle approximately 4 million telephone, e-mail and fax inquiries from customers per year
- Call center associates are required to attend an extensive 3-week training program that includes customer service skills, procedures, product information and problem resolution
- Associates' performance is measured monthly based on their ability to provide extraordinary customer service and first contact resolution

3) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.

Staples is committed to providing our customers with the best service in the industry. To ensure the highest levels of customer satisfaction at all times, we offer NJPA and its members a team of knowledgeable and highly-trained Customer Service Representatives who provide first-contact service resolution and support for your end users.

Differentiator: Staples Advantage Call Centers have been recognized by J.D. Power and Associates for providing "An Outstanding Customer Service Experience" for six years in a row. To achieve certification, a call center must perform within the top 20% of customer service based on cross-industry customer satisfaction research.

Staples' Customer Service will provide NJPA and its member 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
- Handling customer returns and credits
- Handling special service requirements
- And more



Customer service is available Mon – Fri. from 8 am to 8 pm EST anywhere in the 48 contiguous United States, Alaska, Hawaii and Puerto Rico.

Call Center Team Structure

Staples' Customer Service teams consist of the following individuals:

<p>Customer Service Representative (CSR)</p>	<p>Responsible for order entry, problem resolution and providing order status and product information. This individual has ongoing direct contact with your end users</p>
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	and works to develop a strong knowledge of the specifics of your account.
Order Resolution Associate	This specialist focuses only on order entry, which results in greater efficiencies in time and accuracy.
Team Manager	The Team Manager is responsible for coordinating the activities of the Customer Service Representatives in each group, ensuring that each account is supported with sufficient resources and that appropriate procedures are in place and enforced. The Team Manager reports to the Assistant Contact Center Manager and handles escalated issues, involving cross-functional teams, such as Supply Chain, IS, Credit, etc., as needed.
Customer Operations Team	Staples has a dedicated Customer Outreach Team to proactively communicate with our customers about exceptions to next-business-day-shipment. Customers are notified in that rare instance that product cancellations occur. Where applicable, we suggest substitute items if we are unable to fill the original request.

Quality Assurance/Continuous Improvement

Staples has Process Excellence programs in place to improve customer satisfaction and the customer service experience within our call centers.

These initiatives are led by two teams:

- The **Quality Assurance (QA) Team** is committed to providing exceptional customer service by monitoring the contact between our customer service associates and our customers. They report on key customer service trends and results that are important to the business and provide coaching to associates and managers to improve the quality of their customer interactions. Quality Analysts are located within most of our customer call centers.
- The **Continuous Improvement (CI) Team** is committed to developing systematic and breakthrough improvements that will significantly enhance and simplify customer experiences. Examples of current projects include: (a) improving pro-active customer contact procedures to make the interaction more productive; (b) analyzing our customer service associates' activities and behaviors during the flow of a call to better understand ways we can increase response times; and (c) improving our proactive delivery delay notification rates for UPS orders. Issues identified by QA and/or the business are shared with the CI team. The CI team then takes those issues and uses a Lean Six Sigma approach to solve problems and achieve process improvement.

Quality Assurance Monitoring

Staples' managers and QA Team staff use an automated monitoring solution to track and record every call that comes through any of our North American customer service centers. Both the phone conversation, and the CSR's computer display, are featured for the manager's review, providing a complete picture of the agents' level of service. E-mail and data entry are also monitored. The QA Analyst/manager evaluates the call and provides feedback to the management team and the associate.

There are several standards by which quality is measured through monitoring. These standards are used as a guideline to train our CSRs.

- Easy Service Model: Measures associates by their willingness to help the customer, professionalism and listening
- One and Done: Measures associates by their ability to resolve customer questions on first contact. Our goal is to provide first contact resolution at least 95% of the time

Customer Service Call Center Facts / Statistics

Average problem resolution response time	Within 4 hours
Average speed of answer	Our goal is to answer 70% of calls within 20 seconds
Average hold time	15 seconds
Average abandoned call rate	3.5%
Average length of call	6 minutes
Average time to return a phone call	Within 1 hour
First call resolution rate (% of inquiries resolved on first contact)	86%
Time to enter an order – by phone	Order entry is immediate with the customer on the phone. Our goal is to answer 70% of calls within 20 seconds
Time to enter an order – by fax/e-mail	For fax orders placed before 5 PM (local market time for the warehouse where the order is shipping from), entry is processed the same day. Typical e-mail response is within 4 hrs
Call center hours of operation	8 a.m. through 8 p.m. EST, Monday through Friday
Hours of technical support	8 a.m. through 8 p.m. EST, Monday through Friday
Number of associates employed within call centers	Approx. 500
Average number of emails, phone calls and fax inquiries handled by call centers per year	Approx. 4 million
Average tenure of customer service reps	3.6 years

- 4) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
 Staples will not exclude service in geographic areas or NJPA market segments in the United States.
- 5) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)
 Staples will serve all member segments.

Tab 4: Marketing Plan

The vendor has requested

Tab 4 (Marketing Plan)

remain confidential and has been redacted.

Tab 5: Value Added Attributes

1) Describe any training programs available as options for members.

In our experience, we've found that training is essential to the success of program acceptance and ongoing program compliance. Staples can conduct a comprehensive end user training campaign for NJPA members, timed with their respective launch and customizable to each member's unique needs.

On-Site/Live Training

We have the ability to conduct training classes at member locations to educate users on the ease and functionality of our e-commerce site, StaplesLink.com®. This will be highly beneficial to member end users, with accessible times and dates for them to come in and learn all of the site's features and enhancements so they can experience the easiest buying experience. We have the ability to announce these trainings via customized e-mails and poster announcements weeks in advance.

Training Materials

Prior to training, end users may elect to receive a Staples welcome kit that includes program information, ordering Web site login credentials, a Staples catalog and a number of essential training materials. We offer both hard-copy and electronic versions of these kits.

Sample training materials in welcome kit

Ordering Handbook



StaplesLink Quick Tips



User Guide



Online Training

We offer an online training tour accessible anytime through the Customer Service support page on StaplesLink. The tour provides an interactive overview of the site and its key shopping and administrative control features.



Seminars

Staples also has the ability to facilitate seminars on topics such as ergonomics, workplace organization and security solutions. We can also provide seminars on new StaplesLink functionalities and enhancements. We will work with interested members to determine the appropriate schedule of seminars to get the most participation.

2) Describe technological advances your proposal products/services offer.

Online/virtual catalogs

Our online/virtual catalogs offer the easy browsing experience of a paper catalog with additional conveniences, such as:

- Keyword and item number search functionality
- Page bookmarks
- The ability to create, print and e-mail office supply “wish lists” to the person responsible for ordering office products through your Staples e-commerce site
- New “click to buy” feature that enables you to add products to your shopping lists on your Staples e-commerce ordering site directly from the online catalog.

Since these catalogs are online, end users can access them any time. We have online versions for most of our catalogs, providing end users with a faster, more flexible and more environmentally-responsible way to find what they need.

World-class Ordering Web site

To achieve a lowest total cost office supplies program, it's essential that NJPA and its members maximize the efficiencies of online ordering. As the nation's second largest internet retailer, Staples has the expertise and technology to customize a flexible e-commerce solution that's right for you.

NJPA and its members will benefit from a robust e-commerce solution that:

- Reduces the time your end users spend ordering
- Lowers your internal ordering costs
- Provides greater spend control and management
- Works with your existing e-commerce or e-procurement systems
- Is scalable to grow with your organization

With immediate access to your products and next-business-day shipping, our Web site, StaplesLink.com®, makes ordering office supplies easy. As a true testament to StaplesLink's functionality and ease of use, more than 93% of our customer orders are processed electronically, helping to support an efficient, low total delivered cost procurement program.

Key site benefits include:

- Access to a secure, customized Web-based catalog displaying NJPA contract pricing
- Simple navigation, full color graphics and detailed product descriptions
- Ability to view the status of your order, including delivery date and detailed information for out of stock or backordered products
- An online Returns feature that allows users to process a return request for items regardless of their order method (online, phone, fax)
- Ability to order custom print items, custom stamps, nameplates, name badges and embossing seals all with online proofing and with products included with users' normal orders
- Ability to order digital copy & print services (black & white and color copies, brochures, bound presentations, wide-format prints, etc.) with online proofing and storage of documents for future revision, customization and printing
- Comprehensive Administration features which make it easy to manage users, review and approve orders, access online reports and customize StaplesLink for your end user community
- Your StaplesLink site can be customized for your specific payment options, such as Cost Center or P-

Card requirements.

Supply Chain Technology Investment

Our supply chain is the link that connects NJPA and its members with the products to keep your respective organizations running smoothly. To maintain Staples' leadership as the most efficient supplier in our industry, it's essential that we continue to invest in and enhance our delivery and distribution network, improving processes and technology to deliver products faster – and at lower total cost – for NJPA. Because of Staples' industry-leading revenues and market capitalization, we are able to continually invest and re-invest in our supply chain to drive further improvements. Please find an overview of our strategic supply chain investment plan.

Staples is continuously investing in technology that will improve order accuracy and the efficiency by which our associates process and ship NJPA orders. In recent years, we've made a variety of systemic improvements, including implementing pick-to-light, radio frequency and robotic picking technology in our fulfillment centers and upgrading our delivery route optimization, least cost routing systems and package tracking solutions. These investments ensure that every order is fulfilled and delivered to the highest quality standards. We allocate substantial capital funds every year to pursue similar technology investments, all in an effort to leverage our asset base, improve our response time and maintain our "Perfect Order" quality standard.

- 3) Describe your "Green" program as it relates to your company, your products, and your recycling program, including a list of all green products accompanied by the certifying agency for each.

Our Commitment to Sustainability

From the development of the industry's first environmental paper procurement policy to the launch of the first nationwide retail computer recycling program, Staples has been a sustainable business leader. 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 2007, we expanded our commitment to sustainability with the introduction of *Staples EcoEasy*, which is focused on three key areas:

1. Operating our business in a manner that sustains the environment for our customers, associates, suppliers and the global community
2. Providing office products that make a difference for the environment
3. Offering services that make it easy to do the right thing

Internal Sustainability Practices

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 Web site.

Some of our major goals include:

- Reducing our absolute greenhouse gas emissions by 7% from 2001 to 2010
- Achieving at least 20% "Green Power" utilization through direct renewable energy projects and the purchase of renewable energy certificates (RECs)
- Sourcing more than 50% of our paper products by volume from FSC certified sources by 2010 as market demand and supply allows

To meet these goals, we're taking a multi-faceted approach that includes:

Energy Efficiency

Through investment in energy-efficient technology and other energy conservation efforts, we've reduced energy use per square foot by approximately 10% from 2001 to 2008.

Renewable Power Investment



Staples is currently ranked 15th on the EPA's Fortune 500 Challenge list of leading renewable energy purchasing companies. We host rooftop solar power systems on 29 facilities nationwide, which in 2009 will produce approximately

4.9 million kWh of clean energy and prevent nearly 5.5 million pounds of greenhouse gas emissions. In early 2009 we commissioned the company's first natural gas fuel cell, which along with a solar power system, now contributes more than 90% of the energy for our 400,000 sq foot Ontario, Calif. fulfillment center.

A rooftop solar power system on our Killingly, CT warehouse

Green Building Design

We take a sustainable design approach to all our buildings and currently have nine facilities that are LEED certified or pursuing LEED certification. Additionally, the company now operates six facilities that have achieved the ISO 14001 designation.

Reducing the Carbon Impact of Our Delivery Fleet

Since 2006, we've saved more than 1.6 million gallons of diesel, nearly \$2.8M in fuel costs and 18,000 tons of CO2 emissions through initiatives that include limiting the top speed of our trucks to 60 mph and installing idle limiting equipment to vehicles. We continue to optimize delivery routes and test alternative fuel vehicles to reduce mileage, fuel use and emissions. We're currently piloting two diesel-electric hybrid delivery trucks and recently introduced the industry's first all-electric, emissions-free delivery truck that can travel 100 miles on a single battery charge.



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 May 2009, Staples received the National Recycling Coalition's 2009 Recycling Works Award for our recycling practices. Across our business in 2008, we reported the recovery of:

- 34,000 tons of corrugated cardboard
- 732 tons of mixed paper
- 333 tons of shrink wrap

In 2008, we also recovered more than 5 million pounds of technology waste and this year, we're on target to recycle more than 50 million used ink and toner cartridges from customers.

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.

Our Sustainability Programs for NJPA and its members

With Staples, you not only have a supplier who shares your corporate responsibility values, you have a consultant to help you achieve your sustainability goals. We can help minimize NJPA and its member's environmental footprint through eco-preferable products and services that reduce the CO2, energy and waste impact of your organization's purchasing.

Staples' differentiators that benefit NJPA and its members include:

- Strategic support from your Staples Account Manager who will recommend high-performing alternative products to meet your environmental goals and provide regular benchmarking and reporting of your environmental spend
- Outside consultation and strategic support from our Director of Environmental Initiatives who will help shape a sustainability program that advances your goals
- Exclusive environmentally-preferable products offering the highest environmental attributes as well as third-party environmental certification
- Value-add support from Staples' Field Marketing team who can develop education campaigns to increase end user compliance to your sustainable purchasing programs

Working collaboratively with you, Staples can customize a sustainability program for NJPA and its members that leverage all or some of the following elements:

Environmental Product Assortment

From remanufactured ink and toner to recycled-content paper and furniture, Staples is your “One Source” for all your sustainable purchasing needs. We offer more than 3,000 environmentally-preferable products, including many that have achieved third-party certifications, such as GreenSeal™, GREENGUARD, ENERGY STAR, ACMI, FSC, EPEAT and EPA's Design for the Environment. These items are clearly marked and easily searchable online and through our Green Guide catalog. We're committed to offering high quality *and cost competitive* environmental product alternatives.

Our eco-preferable product selection includes:

- More than 2,000 paper items (notebooks, writing pads, Post-it® notes, printing paper) with post-consumer recycled content, including Staples® brand 50% and 100% recycled printing papers that are also FSC certified
- Innovative and exclusive alternative fiber paper products, such as Staples® brand notebooks and paper made from sugar cane fiber residue – the by-product of sugar manufacturing
- Pens, scissors, binders, organizers and other plastic products containing post-consumer recycled plastics
- Reduced-impact alternative products such as biodegradable packing peanuts and nontoxic, Green Seal™ certified cleaners
- Furniture and office panel systems made with high content post-consumer recycled materials (steel, wood, etc.) that are also GREENGUARD or Indoor Advantage certified for promoting indoor air quality excellence
- Wide selection of ENERGY STAR qualified and EPEAT registered technology from leading brands
- Sustainable Earth by Staples™ remanufactured toner, which is manufactured using an ISO 14001-certified process

To help drive end user behavior, your Staples Account Manager can customize your online ordering system to automatically suggest or substitute eco-preferable options to your end users.



We recently introduced a new line of Staples® brand notebooks, legal paper and composition paper made from 80% recycled sugarcane waste fiber. Exclusive to Staples, this paper offers superior quality at prices competitive with traditional virgin wood paper. It's also better for the planet, helping to reduce the negative environmental effects of deforestation.



We offer an exclusive brand of eco-preferable office furniture

systems (e3) made up of more than 60% recycled content.

Environmental Reporting

We make it easy for you to measure the impact of your sustainable initiatives through clear, detailed reporting and quarterly Business Reviews.

Some of the environmental benefits/savings our reporting can calculate include:

- Recycled paper spend
- Usage of online catalogs in place of hard copy paper catalogs
- Order consolidation (increasing your average order size to reduce frequent deliveries)

Ink and Toner Recycling

By working together, we can ensure that cartridges don't end up in landfills where they take 1,000 years to decompose. Staples is committed to the highest level of environmental responsibility by recycling or reusing 100% of a cartridge's components.

Not only do we have the ability to recycle NJPA and its member's ink and toner cartridges, regardless of brand, our drivers have the ability to collect them from your sites whenever deliveries are made. It's that easy.

The process is simple:

- Arrange a pickup location with your delivery driver
- Securely package your empty cartridges in the original box, a copy paper box or any other appropriately sized box
- Leave the box for your delivery driver to pick up at the designated location

Additionally, prepaid mailing labels are available online so member's associates can simply mail back their empty cartridges. We also offer full-pallet pickup for large quantities of empty cartridges to recycle.

Paper Catalog Reduction Programs

To help reduce paper waste, we offer convenient, easy-to-use online alternative versions of our Full Line, Environmental Product and Technology catalogs. We can work with you to develop a campaign to transition your end users from paper to online catalogs and provide reporting on the number of trees, CO2 emissions and water saved as a result.

Environmental Education Campaigns

Staples offers NJPA and its members our Field Marketing team as a dedicated resource to develop customized e-mails, 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 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-preferable product alternatives

Environmental Resources

Recognizing the growing importance of sustainability to our customers, we appointed a Director of Environmental Initiatives whose sole responsibility is to work with our business customers and help them to achieve their environmental goals. This Director has extensive knowledge of sustainability trends and issues and provides insight into the best practices of our other customers to help NJPA and its members enhance their programs.

The green product list exceeds 20 pages and has been submitted in electronic format only as directed in Section 3.11.

- 4) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.

Staples has the ability to offer a Diversity One and Diversity Two program to assist in achieving diverse and small business supplier spending goals.

Diversity One Program

Upon mutual agreement between Staples and an interested NJPA member, a Staples Diversity One program could be made available that enables members 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 highly-respected diverse and small business office suppliers who have extensive experience serving Fortune 1000 and large institutional customers.

NJPA could benefit from:

- A diverse office supply program that meets the service, scope and reach a member may require
- 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 a member's quality standards will be met
- Staples' proprietary eDiversity Network procurement site, which enables easy online purchasing from your diverse office supplier

Bottom line: We don't create diverse companies to meet the needs of our customers. Instead, we find *successful, independently-owned* and *credible* diverse companies and help them to grow their businesses, create jobs and expand their offerings. Staples provides all of our Diversity One suppliers with extensive coaching and mentoring to build capacity within their organizations.

Diversity Two Program

Our Diversity Two program offers NJPA and its members access to a wide selection of high-quality products that are manufactured by diverse and small business suppliers and available online and through our catalogs.

NJPA 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
- Access to more than 80 MWBE and small business vendors, representing \$85 million in customer purchases in 2008
- Detailed reporting and tracking of your diverse product spend
- Expert, consultative support from your Staples Account Manager, who will identify opportunities to drive purchasing toward these product groups and report to a member on its progress

We will make every effort to recommend excellent cost-competitive alternatives from our large selection of products from diverse and small business manufacturers.

5) Identify any other unique or custom value added attributes.

Promotional Items:

As the largest distributor of corporate branded merchandise in the U.S., Staples Promotional Products® offers more than 700,000 high-quality promotional products at value prices and with fast turnaround. NJPA and its members can count on us for your one-time special orders for trade shows or to develop a fully managed branding program.

Printing

Staples Print Solutions is an industry leader in providing customers with a total print management solution. From design to print, to fulfillment and distribution, we can manage your complete print supply chain to help you better consolidate production, coordinate distribution and centralize inventory reporting and accounting. NJPA and its members will gain full control of everything you print, while also reducing costs.

Technology

Staples Technology Solutions (STS) is your “One Source” provider for IT-essential programs and services. Our experts will analyze current technology purchasing and find ways to lower costs.

Everyday Technology Products

Whether you’re looking for one flash drive or 50, we can recommend the best products, negotiate the best prices with our vendors and help with the implementation. Turn to STS for a host of core technology products including:

- Keyboards and mice
- Headsets
- Flash drives
- External hard drives
- Shredders
- Privacy screens and laptop locks
- Digital cameras
- Printers and multi-function machines
- Monitors
- Conference room solutions – projectors, Webcams
- GPS

Facilities

Staples Facility Solutions is your one reliable source for all your janitorial, break room and other facility supply needs. We leverage our extensive national distribution network and direct relationships to get NJPA and its members competitive prices on all the best brands – Acme, Amrep, Dixie, Georgia-Pacific, GOJO, Kimberly-Clark, JohnsonDiversey, Rubbermaid, 3M, Unger, and United Receptacle, to name a few.

Our product offering includes, but is not limited to:

- Paper products and dispensers
- Receptacles and liners
- Environmentally-preferable cleaning chemicals
- Soap and skincare
- Mops, brooms and brushes
- Floor pads, sponges and abrasives
- Matting and floor maintenance equipment
- Facility maintenance supplies
- Coffee and break room supplies
- First Aid and safety supplies

Sustainable Earth by Staples™ Cleaning Solutions

Staples offers a wide selection of eco-conscious break room and janitorial supplies – from compostable paper plates, towels and cups to Green Seal-certified towels and tissues, recycled can liners and more. Additionally, we manufacture our own line of innovative, Green Seal-certified and EPA-registered cleaning solutions under the brand name **Sustainable Earth by Staples™**. These products are not only less harmful to the planet – they offer greater cost-in-use savings than traditional cleaners.

We offer Sustainable Earth by Staples™ cleaning products for everything from the floor to the ceiling, including special cleaners for glass, washroom, graffiti and general purposes, as well as ready-to-use cleaners.

Retail Stores:

As a division of the largest office supply retailer in the world, we offer the ability to make emergency, same-day purchases at any of our 1,500 U.S. stores. Our Retail Purchasing Program is a powerful tool for ensuring program compliance and allows your members' end users to get what they need, when they need it, without going outside their established office supply program.

Registration is easy. Members can either register for a Staples Convenience Card or register their Procurement Cards (P-Cards) online to take advantage of the program.

Benefits of Staples Procurement Cards

- Gives you your company's contract price, or the retail price, whichever is lower at the time of purchase
- Available when you link your Discover, American Express, MasterCard or Visa credit cards to your program
- Registration is quick and easy – once submitted, users will receive confirmation within minutes

Benefits of the Staples Convenience Card

- Receive the same benefits as the Staples Procurement Card when you sign up for a Staples Convenience Card
- Bills directly to your company's Staples account
- Spending is monitored via your 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 up to Level III reporting depending on how a retail purchase is made.

- Convenience Card – If a member makes a retail purchase with a Staples Convenience Card,

his/her purchase will appear in their organization's regular Staples invoice with Level III reporting information. This gives the member's procurement organization 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 a member makes a purchase using their registered Procurement Card, Staples sends the purchase information to the bank issuing the credit card. The information will appear on the member's 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	<ul style="list-style-type: none"> • Date • Amount • Commodity Type • Establishment
Level II	<ul style="list-style-type: none"> • Level I Information • Sales Tax Amount • Ship-to Zip Code • Card Member Reference Number (Budget Center, PO, or Order Number)
Level III	<ul style="list-style-type: none"> • Level I and II Information • Item # • Item Description • Item Quantity • Unit of Measure (UOM)

Staples Copy & Print Centers

Since many of our customers also turn to Staples for their print needs, we have created a program where contract customers can make in-store copy and print purchases. This program offers the additional benefits of a billing system utilizing the Convenience Card or registered company Procurement Card and usage reporting. For members using Staples Convenience Cards, copy purchases will appear on your organization's regular Staples invoice.

Every Staples store is equipped to provide the following:

Copy Services

- Digital Color
- Digital Black & White
- Large Format
- Self-Serve (available only for registered credit cards, not Convenience Cards)

Finishing Services

- Binding
- Folding
- Cutting
- Laminating

Print Services

- Business Cards, Forms and Stationery
- Signs and Banners
- Custom Engraving
- Promotional Items

And More

- Faxing
- Disk Acceptance
- Custom Stamps

6) Identify any service contract options included in the proposed price, or offered as a proposed option, for the products or services being offered.

N/A

7) Identify your ability and willingness to service Canada specifically and internationally in general.

Staples is willing to explore providing goods and services to NJPA members located outside the United States. Sales to such locations will be made in accordance with the operational requirements of our non-US businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-US operations.

8) Describe any unique distribution method employed in your proposal.

Staples has developed a distribution model that not only assures accurate and on-time delivery, but continually works to reduce cost, waste and environmental impact from your supply chain and internal shipping and receiving processes.

Our distribution model for NJPA and its members is based on three principles:

- **Ensuring that all deliveries arrive on-time and intact, exactly as ordered by your users (what we call “The Perfect Order”).**
 - Our extensive fulfillment center network helps maintain a nationwide fill rate for next-business-day shipment of close to 98%.
 - Our Lean Six Sigma quality approach and automated warehouse systems drive continuous service improvement to your locations.
- **Collaborating with NJPA and its members to optimize delivery schedules and processes to achieve soft cost and environmental savings.**
 - Each Staples Account Team will work with members to minimize frequent Staples truck deliveries by helping you to consolidate and group your small orders. These efforts have saved thousands of tons of CO2 emissions and have enabled some customers to reduce packaging waste by up to 20%, resulting in reduced waste removal costs. Members will also gain soft cost savings through the reduction of POs, invoices and deliveries resulting from order and delivery consolidation.
 - Members can reduce the delivery and processing costs incurred from working with many different vendors through Staples’ ability to support your proprietary products and consolidate your multiple product needs with one vendor.
- **Providing effective cost containment that helps insulate NJPA and its members against rising transportation and fuel costs.**
 - Our fulfillment centers are strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. Through our acquisition of Corporate Express, we’ve captured even more synergies and our network is becoming even more streamlined.
 - Through our ability to limit delivery trips as described above, we are better able to avoid the fuel surcharges that some suppliers pass on to customers as their transportation costs increase.
 - Our truck fleet is ultra fuel- and cost-efficient due to innovations regulating speed and idling time. On an annual basis, we save close to 540,000 gallons of fuel and offset about 6,000 tons of CO2 that would otherwise have entered the atmosphere. We are one of the only companies in the nation to be piloting all-electric and hybrid-delivery trucks that can reduce fuel use by up to 100%.

At all times, our goal will be to execute the most effective and efficient delivery plan to meet NJPA’s and its

members' needs - one that addresses the unique requirements of member locations yet can flex to grow with changing needs. During a member implementation, Staples' Account and Transportation Teams will assess delivery requirements in more detail and design a plan that drives continual efficiencies to each respective program.

Tab 6: Payment Terms and Financing Options

1) Identify your payment terms. (Net 30, etc.)

Staples' standard payment terms are Net 30 days. (see additional payment language in Form C)

Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) may also be used at the time of purchase.

For US retail purchases, NJPA members may participate in Staples' convenience card and/or registered procurement card programs by completing and signing Staples' Convenience Card Application and/or Registered Procurement Card Registration Form, which will be provided upon request. If an NJPA member elects to participate in either of Staples' programs, that member must comply with all of the terms and conditions set forth in the applicable application and/or registration form.

2) Identify any applicable leasing or other financing options as defined herein.

N/A

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy through our B-TO-G order process. We offer a variety of ordering and tracking methods to achieve these goals.

- Internet ordering through our proprietary e-commerce site
- Electronic Data Interchange (EDI)
- Third-party interface
- Procurement cards
- Fax (single toll-free number)
- Telephone (single toll-free number)

Staples has extensive expertise in e-procurement implementations. Currently, we have more than four million users who are serviced by our e-commerce web site StaplesLink.com® either directly or through an e-procurement application. With 93% of all orders placed online, we lead the industry in online ordering compliance.

Stapleslink.com

Staples has the unique expertise to customize an e-procurement solution to help better control your costs, streamline your ordering process, increase program compliance and minimize your time spent on procurement. We're constantly enhancing and investing in our technology to give you access to the very best solutions available.

Our key differentiators include:

- Award-winning proprietary ordering Web site (StaplesLink.com®) with easy ordering features, robust procurement controls and reporting
- The ability to integrate seamlessly with nearly every third-party procurement platform or e-marketplace site within 30 days
- Dedicated e-procurement teams who provide consultative support to design a solution that works for your unique needs
- Industry-leading 93% of customer orders placed electronically, enabling a lowest-total-delivered-cost procurement program

Easy Ordering Tools

StaplesLink offers NJPA and its members an easy ordering experience and provides instant access to the NJPA 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, previously ordered, recycled or MWBE



- Ink & Toner Finder – Quickly find toner and ink replacement products for your business machines simply by clicking on model type
- Order Tracking and Status – Track orders, including the quantity of items ordered, delivery status and proof of delivery
- Customizable Print Products – Customize business cards, greeting cards, rubber stamps, nameplates and other personalized products using your own design or standard company templates
- Digital Copy & Print Ordering – From black & white and color copies, to presentations, brochures and wide-format posters, you can order your digital copy & print projects, anytime, anywhere, using our “Print Services” tab. Upload and configure your documents, view online proofs and store your projects for quick re-ordering. We can ship materials to one destination or distribute them anywhere across the country
- Online Returns – Returns are time consuming and add another level of cost. We make it easy by allowing you to process returns online
- 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
- Line Item Budget Centers – Assign a budget center to each line item of an order, eliminating the need to place a different order for each budget

Online Procurement Controls

We can customize our platform to give NJPA and its members greater financial and administrative control over purchasing, whether integrated with 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 Requirements – 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’ll 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 GL codes

Normal Business Hours

Monday through Friday, 8:00 a.m. to 6:00 p.m. in each of the forty-eight contiguous United States time zones, excluding days on which Supplier is not open for business in the United States of America.

Minimum Purchase Orders

Order size and order frequency contribute significant costs to customers' office supply programs. Industry statistics show that every order transaction processed can incur costs of \$20 to upwards of \$100 dollars, depending on an organization's labor costs and method of placing orders. These costs increase when you consider environmental factors, such as the additional packaging materials included in multiple deliveries and the increase in carbon emissions expelled by delivery trucks.

To minimize these costs, Staples has developed a best practice of implementing order size standards with our customers. These standards reduce the frequency of small, inefficient orders (e.g., orders for one box of pens). This decreases delivery trips and order processing costs and leads to mutual cost savings for both NJPA and Staples. It also helps the environment by significantly reducing carbon emissions from delivery trucks and paper waste from boxes and other packaging materials.

Unless otherwise mutually agreed to by Staples and an NJPA member, NJPA and its members shall have a minimum order size of \$35.00 per order ("Minimum Order Size"). In the event a member places an order below its Minimum Order Size, the member will be notified that the order cannot be processed.

Tab 7: Warranty

- 1) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
As a distributor for hundreds of manufacturers, Staples will provide participating NJPA members with a “pass-through” of manufacturer warranties.

Manufacturer Warranties

After the applicable Staples return period expires, you may contact the manufacturer directly for other return options, including manufacturer warranties. Because Staples is not a manufacturer, we expressly disclaim any warranties associated with the products, but a warranty may be available from the manufacturer as indicated in the instructions included with the product. Staples assigns to our customers any applicable manufacturer warranties to the fullest extent that such warranties maybe assignable, and will reasonably assist in coordinating the repair and replacement of the product by the manufacturer. If needed, you can call Staples customer service for assistance in contacting the manufacturer.

- 2) Do all warranties cover all material and labor?
See question #35 above
- 3) Do warranties impose usage limit restrictions?
See question #35 above
- 4) Do warranties cover the technicians travel time to perform warranty repairs?
See question #35 above
- 5) Please list any other limitations or circumstances that would not be covered under your warranty.
See question #35 above
- 6) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?
See question #35 above

Tab 8: Other Cooperative Procurement Contracts Held

- 1) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Proposer.
NJPA, AEPA, National IPA, NPP and WSCA.
- 2) Identify all government or state procurement contracts held or utilized by the Proposer with any State of the United States.
Staples holds single or multiple award with the following States: AL, AK, AZ, CO, CT, GA, IN, KS, LA, MD, MT, NV, NJ, NM, NY, OK, PA, SC, UT, VT, WI.
- 3) Identify any GSA Contracts held or utilized by the Proposer.
A separate division of Staples Contract & Commercial, Inc. maintains Staples' sales agreements with the GSA. Additional information about Staples' agreement(s) with the GSA will be provided upon request.
- 4) If you are awarded the NJPA contract, are there any market segments (e.g., higher education, county governments, etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
Staples presently has a contract in place with the National Intergovernmental Purchasing Alliance ("NIPA"). Staples proposes that its agreement with NIPA will be used as Staples' primary offering to county governments for the remainder of the term of said contract. This will not, however, preclude the use of Staples' contract with NJPA with any county government that requests to utilize the NJPA/Staples contract.

Tab 9: Products/Services and Pricing

- 5) Provide a general narrative description of the products/services and services you are offering in your proposal.
Staples can help NJPA and its members manage all of their needs, resulting in reduced procurement and invoicing costs, superior program management and reporting, as well as service improvements – all with one point of contact. Our “One Source” solution includes comprehensive programs and services for office supplies, classroom supplies, technology, printing, promotional products, furniture and facility supplies.

For the avoidance of doubt, Staples will service NJPA and its members using Staples' legacy systems, and will not provide its products and services via the legacy systems of Corporate Express.

- 6) Provide a general narrative description of your pricing model identifying how the model works (line item and/or percentage discount).

To provide NJPA and its members with a stable and auditable pricing structure, Staples proposes a line item offering consisting of fixed prices and set terms for price adjustments. The proposed line item method avoids the potential pricing and audit shortfalls inherent in a formulary discount method which could include cost plus or discounts from list price with margin floors.

Core List Pricing: Those items listed on the “Core List” file that represents net priced items which are inclusive of those products predicted to be the most commonly used products by NJPA and its members.

To add pricing stability to the contract, prices for Core List Pricing items shall be fixed during each calendar year period, January 1st to December 31st, and such prices shall be updated effective January 1st each year. Staples may request a price change adjustment for Core List items by submitting to NJPA thirty (30) days prior to January 1st a price change addendum.

Hot List Pricing: Those items listed on the “Hot List” file that represents aggressively priced products whose cost of acquisition may be sensitive to changing market conditions. These items may include, but are limited to, paper, paper related items, and petroleum based products.

Staples may request a price change adjustment for Hot List Pricing items by submitting to NJPA, no more than once a calendar quarter, a request for price adjustment(s).

New/Discontinued Items: Each calendar quarter, Staples will provide NJPA with an updated report, which shall identify the SKU numbers and prices for the new items that Staples added to the Core List or Hot List after the date of the prior quarter’s report received by NJPA, as well as remove those items that were discontinued after the date of the prior quarter’s report.

Copy & Print items: Since many of our customers also turn to Staples for their print needs, we have the following options for NJPA and its members to make such purchases:

Custom Print

From business cards and stationery to greeting cards, stamps and nameplates, we offer a wide selection of high-quality print products that can be ordered on the same award-winning Web site as your office supplies. NJPA and members can upload its pre-approved organization templates to ensure brand consistency while giving users the ability to personalize their print products and proof them online before submitting their orders. We’ll deliver exactly the way you approved it.

Digital Copy & Print

We operate a national network of closed door, non-retail digital-print-on-demand production facilities to produce your sales and marketing collateral, signage, presentations and other mission-critical documents. These facilities are managed by industry experts who use a rigorous control process and leading-edge technology to ensure the highest quality. Our Web-to-print ordering system enables you to upload, save and reconfigure documents and place orders for nationwide delivery.

Our capabilities include, but are not limited to:

- Digital color and high-speed black & white copying
- Wide-format, color printing and finishing
- Complete binding and finishing services
- CD/DVD duplication

The prices for Custom Print and Digital Copy & Print shall be those prices that appear on www.stapleslink.com when ordered or as otherwise established between Staples and each member at the time the order is placed.

Staples Retail Copy & Print Centers:

We have created a program where contract customers can make in-store copy and print purchases at a minimum of a 10% discount. This program offers the additional benefits of a billing system utilizing a Convenience Card or registered company Procurement Card and usage reporting. For members using Staples Convenience Cards, copy purchases will appear on your organization's regular Staples invoice.

- 7) Propose a strategy, process, and specific method of facilitating "Sourced Goods" solution as defined herein. Staples' contract customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these Sourced Goods and services to NJPA and its members.

Sourced Goods: Products which are not Core List items, Hot List items, but which are products or services that relate to, or complete the need of, products included in the scope of the RFP that shall include, but are not limited to, technology products, promotional products, custom print and digital copy products, custom stamps, beverage services, wholesaler items and specials. If NJPA or a member wishes Staples to maintain a customer specific inventory of Sourced Goods, that customer will need to sign a proprietary products agreement with Staples.

The prices for Sourced Goods shall be those prices that appear on www.stapleslink.com when ordered or as otherwise established between Staples and the applicable member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering member.

- 8) Provide an overall statement of method of pricing for individual line items, catalogs and category pricing with regard to all products/services and being proposed. Provide a Manufacturer SKU number for each item being proposed. For an overall statement of method of pricing, please see questions #46 and #47. Manufacturer SKU numbers for the Core List are provided on the Core List file requested in question #49, as well as the Hot List.
PLEASE SEE END OF THIS TAB 9 FOR HOT LIST.

- 9) Provide a "CORE LIST" of products/services (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these items. As it exceeds 20 pages, the Core List has been submitted in electronic format only as directed in Section 3.11.

- 10) Provide, if any, your volume rebate programs. Staples will pay each member a volume rebate of such member's Net Sales annually, to be paid within thirty (30) Calendar Days of each annual anniversary of the member's first order date, calculated as follows or as otherwise agreed to in writing by Staples and the member ("Volume Rebate"):

<u>Net Sales</u>	<u>Volume Rebate</u>
\$ 0.00 - \$ 75,000	0%
\$ 75,000.01 - \$150,000	1%
\$150,000.01 - \$300,000	2%
\$300,000.01 - \$500,000	3%
\$500,000.01 - \$750,000	4%
\$750,000.01 or more	5%

Payment of all Volume Rebates paid hereunder is (i) contingent upon the member paying all invoices within the payment terms specified in the contract; and (ii) based on the individual member's aggregate annual Net Sales and is payable back to dollar one.

“Net Sales” - The gross sales price of the Core Items, Hot List Items, and Sourced Goods (collectively, the “Products”) less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, excluding Product purchases made at Staples’ retail store locations.

11) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included “Pricing” submitted with your proposal response. Identify to whom these items are payable and their relationship to Proposer.

There may be additional services available which are associated with certain products, which at the option of the member may be purchased at the time of order. The costs for such services shall be paid to Staples by the member. Please also see response to Sourced Goods in Question #47.

12) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are:

- _____ a. The same as typically offered to an individual municipality or school district.
- _____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.
- X c. Better than typically offered to cooperative procurement organizations or state purchasing departments.

(Your proposal will be considered “Non-Responsive” if this question is not answered.)

13) Do you offer quantity or volume discounts? X YES _____ NO Outline guidelines and program.

Staples will offer quantity or volume discounts to members as permissible in sections 4.22 & 4.23 “Ceiling Prices”.

14) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.

Staples offers NJPA and its members fast, accurate and efficient delivery by operating one of the most extensive and technologically-advanced distribution networks in the industry. Through our strategically-located fulfillment centers and delivery operations, we’re able to maintain a nationwide fill rate for next-business-day shipments of close to 98%. Every component of our delivery and distribution operations is tightly linked, enabling us to quickly and accurately fill, deliver and track orders for NJPA and its members.

Key differentiators include:

- Automated warehouse processes ensure highest levels of order accuracy and on-time delivery
- Continuous service level and cost improvement driven by our Lean Six Sigma Process Excellence approach
- Low cost, efficient network helps to better insulate NJPA from industry-wide increases in the cost of fuel and transportation
- Focus on helping NJPA and its members consolidate deliveries and improve shipping and receiving processes to reduce trash and waste removal costs
- Environmentally-responsible delivery approach helps ensure minimal carbon emissions and pollution in NJPA and its members’ communities
- Ability to meet 5 day-a-week delivery needs
- Desktop and special delivery requirements are available upon mutual agreement between Staples and member
- Enable NJPA and its members to track the progress of all deliveries from the time an order is placed to delivery

U.S. Warehousing and Fulfillment

Staples offers NJPA and its members a network of 16 fulfillment centers (FCs) dedicated to achieving your next-business-day office supply shipping needs. These FCs are highly automated, using radio frequency (RF), pick-to-light and robotic technologies to increase speed, accuracy and efficiency and to continually improve our delivery service. FCs are supported by a network of Service Delivery Operations (SDOs) that deliver product to our customers through a mix of company-owned fleet vehicles and third-party courier operations. This “hybrid” strategy enables us to use the best delivery method to meet NJPA’s specific requirements, regardless of geographic location, and still deliver on our commitment to provide the lowest total delivered cost. Our FCs and SDOs are both strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low.

Fleet

Staples operates a fleet of more than 1,900 company-owned or leased delivery trucks. Our uniformed drivers are held to high standards of delivery excellence and will work with NJPA and its members to understand and deliver your specific requirements. They receive special customer-focused training and are equipped with 2-way communications so we can resolve many problems on the spot, such as missing or damaged products. Additionally, we maintain deep relationships with a core group of carefully selected third-party courier providers for territories more effectively reached by their delivery networks. We hold these drivers to the same performance metrics as our drivers to ensure consistent quality of delivery service. We use one package tracking system for all carriers, including third party and UPS.

To further drive operational efficiencies to our business, we are constantly looking for new and innovative ways to lower delivery costs.

- All of Staples’ fleet trucks have been equipped with governors that limit their top speed to 60mph. This saves more than 540,000 gallons of diesel fuel per year and reduces the carbon footprint of our delivery fleet
- Staples is piloting the industry’s first U.S. Isuzu Class 6 hybrid diesel-electric delivery trucks, were are expected to achieve a 15% fuel efficiency improvement
- We recently introduced the industry’s first all-electric powered delivery truck that uses no fuel and emits no CO2 and have plans to add as many as 100 more of these trucks to our fleet by 2011

Network Consolidation

As part our acquisition of Corporate Express (CE) in July 2008, Staples gained additional fulfillment centers that were originally part of the CE network. Some of these fulfillment centers are in markets where we didn’t previously have a fulfillment center location, further enhancing our delivery and distribution capabilities in these markets. Some of these FCs are in markets where we already have a fulfillment center location. Staples is in the process of executing a new network strategy that will leverage the geographical breadth of our combined fulfillment operations while eliminating redundant capacity. The resulting network will increase our next-business-day shipment capability and maximize operational synergies so we can continue to provide superior service at the lowest possible cost. During network integration, which we expect to complete within two years, the locations through which your orders are routed may change, but this will in no way impact your service or our next-business-day shipping commitments.

Returns

At Staples, we strive to limit product returns by offering only the highest quality products. In the rare case that you are unsatisfied with your purchase, we offer an easy online returns process that is available on the same site as you order your products. You can return all orders online, regardless of how those orders were placed, with no telephone calls required.

Once your return request has been processed, we'll arrange to have the returned item picked up by your Staples delivery driver or original delivery method (UPS, FedEx, etc.), at no cost to you. You can also call Customer Service anytime with return questions or to process a return. Returned items can be exchanged or credited to your account upon verification of condition.

Staples' Return Policy

Please find below an overview of Staples' return policy. Our complete return policy, with full applicable return periods, product category definitions, terms and conditions, can be provided by your Staples sales representative. Staples will accept the return of products in saleable condition within the following applicable return periods (calendar days):

- 30 days for office supplies
- 14 days for technology and business machines
- 14 days for unassembled furniture
- Assembled and custom ordered furniture is not returnable unless received damaged/defective and returned within 14 days
- Custom items and special order products are not returnable unless damaged/defective

You may return any Staples® brand office supply product at any time if it doesn't meet your satisfaction.

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 1-5 business days and the credit is released within 24-48 hrs after the fulfillment center receives and processes them.

Alaska and Hawaii

Shipments to Alaska and Hawaii are handled as follows:

- Shipments up to 159 lbs are shipped UPS 2nd Day Air
- Shipment over 159 lbs 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 on average fourteen days from the date of shipment for delivery
- All orders will be surcharged 25% to help offset the cost of freight

15) Identify the Proposer's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

Unless otherwise mutually agreed to in writing by the parties, Staples will pay NJPA an administrative fee of two percent (2%) of the members' aggregate Net Sales (see response to question #50) during each Staples Fiscal Quarter (based on a February 1st Fiscal Year), which have been timely paid, to be paid within forty five (45) days after the end of each Staples Fiscal Quarter.

SIGNATURE PAGE FOLLOWS

Authorized Signature (Same signature as on Proposal Affidavit Signature and Acceptance Form)

Form B

PROPOSER INFORMATION

Company Name: Staples Contract & Commercial, Inc., operating as Staples Advantage
Address: 500 Staples Drive
City/State/Zip: Framingham, MA 01702
Phone: 703-734-8710 x241 Fax: 508-305-8113
Toll Free Number: _____ E-mail: jeremy.landis@staples.com
Web site: www.staplesadvantage.com

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager: Jeremy Landis
Email: jeremy.landis@staples.com Phone: 703-734-8710 x241

Name: Henry Astroff Title: VP of Sales Vertical Market
Email: henry.astroff@staples.com Phone: 941-379-8299

Name: Neil Ringel Title: SVP of Sales
Email: neil.ringel@staples.com Phone: 800-950-1257 x4603

Name: Kevin Moss Title: VP Sales Business Development (Nationally)
Email: kevin.moss@staples.com Phone: 800-693-9900 x550

Name: Steve Facer Title: VP Sales Account Management (West)
Email: stephen.Facer@staples.com Phone: 714-562-6745 x232

Name: Wayne Wilkinson Title: VP Sales Account Management (East)
Email: wayne.wilkinson@Staples.com Phone: 877-826-7754 x3045

Name: _____ Title: _____
Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SPECIFICATIONS REQUEST**

Form C

Company Name: Staples Contract & Commercial, Inc.

Responding Name: Jeremy Landis

Phone: 703-734-8710 x241

Signature: *Joseph G. Dooly*

Printed name: Joseph G. Dooly

Date: 3-3-10



“Buyer” shall mean the applicable purchaser.

RFP Page Number	Section	Term, Condition, or Specification	Exception
7	1.36 and 1.37	Warranty and Proposer’s Warranty	Replace sections 1.36 and 1.37 with the following language: “Vendor warrants that it will provide Buyer with pass-through of all manufacturers’ warranties for all products sold to Buyer in lieu of any other express or implied warranties from Vendor. VENDOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.”
8	1.40	Inclusion of terms and conditions in final agreement	Vendor’s RFP response shall also be incorporated into the resulting contract.
8	2.7	Time	Revise to read: “Except as otherwise provided herein, periods of time, stated as number of days, shall be in calendar days.
13	3.35	Certificate of Insurance	Revise the first sentence to read: “The foregoing policies shall contain a provision that the Vendor’s insurer(s) shall endeavor to provide NJPA with thirty (30) days written notice of any cancellation of coverage.”
13	3.38.1	Administrative Fees	See response to Proposer Questionnaire item 55 (administrative fee proposal).
14	4.11	Line-Item Pricing	“List Price” shall be defined as the published price provided to Vendor by its suppliers, which is subject to change. This price may be manufacturer’s suggested retail price, where such information is provided by the

			manufacturer.
19	4.46	Payment Terms	Each Buyer will remit all invoice payments, including all taxes on its product purchases to Vendor in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by the Parties. In the event a Buyer fails to comply in any material respect with the foregoing payment terms, Vendor may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Buyer's location(s) by written notice to such Buyer and to NJPA.
20	4.52	Shipping & Shipping Program	Vendor agrees to use commercially reasonable efforts to use the carrier selected by the Buyer where the Buyer is paying for shipping.
20	4.56	Shipping & Shipping Program	Add the following language: "Title and risk of loss in connection with the products shall pass to Buyer at the time the products are delivered to Buyer" In addition, if completed deliveries are not made at the time agreed, Vendor shall only be liable for the Buyer's reasonable cost of cover.
20	4.58	Shipping & Shipping Program	See response to Section 8.16 below.
26	7.30	Product Testing	Change "three (3) days" to "three (3) business days".
28	8.12	Audits	Replace the language of Section 8.12 with the following: "During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the reports and/or documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products/services purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties."

29	8.16	Out of Stock Notification	<p>Replace the language of Section 8.16 with the following:</p> <p>“Vendor shall promptly notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest functionally equivalent substitute(s).</p> <ul style="list-style-type: none"> • The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. • Proposer will make commercially reasonable efforts to avoid unauthorized substitutions. In the event of such a substitution, Proposer will use its best efforts to notify the effected Buyer(s). In addition, Proposer will accept returns of unwanted substitute product without penalty to Buyer, and will work with Buyer to resolve the situation to Buyer’s satisfaction. • Unfilled or substituted item(s) shall be indicated on the packing list.”
29	8.17	Termination of Contract	<p>Replace the first paragraph of Section 8.17 with the following:</p> <p>“Each party reserves the right to cancel the whole or any part of a resulting Contract due to failure by the other party to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the non-breaching party will provide written notice to the breaching party, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of Vendor’s material breach are the following:”</p>
30	8.18	Termination of Contract	Change the time period in “Step 1” from 10 days to 30 days.
30	8.19	Termination of Contract	Change the time period from 10 days to 30 days.
30	8.22	Termination of Contract	<p>Add the following language at the end of this section:</p> <p>“In addition, the Vendor and any applicable member shall each have the right to terminate said member’s participation in this Contract without cause with a required 60-day written notice of termination. Termination of a member’s participation in this Contract shall not otherwise affect this Contract, and such a termination shall not relieve the Vendor or the applicable member of financial, product or service obligations incurred or accrued prior to termination.”</p>
31	9.6	Indemnity	<p>Add the following language as an additional paragraph:</p> <p>“A party’s aggregate liability under this Contract shall not exceed the total amount of consideration paid to the</p>

			<p>other party under this Contract. No party or its officers, directors, employees or affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data or cost of cover, even if such party alleged to be liable has knowledge of the possibility of such damages, Notwithstanding any provisions of this paragraph to the contrary the limitations set forth in this paragraph shall not apply to or in any way limit liabilities arising from a party's gross negligence or willful misconduct or from the confidentiality, publicity, or indemnification obligations of either party hereunder. The provisions of this paragraph shall not apply to the extent prohibited by applicable law."</p>
31	9.8	Patent and Copyright Infringement	<p>Add the following language at the end of this section:</p> <p>"The provisions of this section shall not apply to the extent that the alleged or actual infringement arises as a result of any materials or information provided to the Vendor by NJPA or a member, as applicable."</p>
31	9.9	Assignment of Contract	<p>Add the following language at the end of this section:</p> <p>"Notwithstanding the foregoing, the Vendor may, without the consent of NJPA, assign this Agreement to an affiliate of the Vendor. The provisions of this Section shall not apply to Vendor's use of couriers and other third party delivery service providers."</p>
32	9.13	Confidential Information	<p>Add the following language as a new paragraph:</p> <p>"During the Term, the parties may disclose to each other written or electronically communicated or stored information under this Agreement which they deem confidential, including, without limitation, pricing and sales information and customer names ("Confidential Information"). Accordingly, the parties hereby agree as follows: (A) each party shall not disclose Confidential Information to any other person, firm or corporation (including, without limitation, affiliated corporations and separate business units) except as provided herein, and shall use the same degree of care to avoid publication or dissemination of such Confidential Information as they employ with respect to their own information which they do not desire to have published or disseminated. All Confidential Information shall be retained by each party in a secure place with access limited to only such of its employees or agents (including consultants, accountants and attorneys), who need to know such information for purposes of this Agreement and each of the foregoing persons shall be informed of the existence and terms of this Section and each party hereby acknowledges and</p>

			<p>agrees that it shall be liable to the other for any breach by its employees or agents; and (B) each party shall not use any Confidential Information in connection with its own marketing or product pricing or other internal purposes except to the extent necessary to fulfill its obligations under this Agreement; and (C) each party shall not solicit or market any product to any of the other party's customers based upon information provided to it by the other party (whether by customer list, customer registration or otherwise); and (D) at the conclusion of this relationship or upon demand by the other party, all Confidential Information, including marketing documents, other written notes, diagrams, memoranda, or notes taken by each party regarding Confidential Information, shall be returned to the other party or, at the request of the other party, destroyed. Confidential Information shall not include, and each party shall have no obligation with respect to, any information which: (i) is already known to it; or (ii) is or becomes publicly known through no wrongful act of it; or (iii) is rightfully received from a third party without restriction and without breach of this Agreement; or (iv) is independently developed by it; or (v) is approved for release by written authorization of the other party. The parties may disclose any Confidential Information received hereunder pursuant to any applicable law, regulation or court order, provided that such disclosure will be limited to the minimum acceptable level of disclosure and that the party required to disclose such information will immediately notify the other party of the imminent disclosure and reasonably cooperate to minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order. Each party acknowledges that disclosure or improper use of the Confidential Information would cause the other party immediate and irreparable harm. Without limiting the following, each party agrees that the other party will be entitled to equitable relief in addition to any other remedies available to it. In the event that another division of Staples Contract & Commercial, Inc. has an existing agreement with Customer, Customer authorizes the exchange of Confidential Information for the purpose of servicing Customer's accounts. The provisions of this paragraph shall not apply to the extent prohibited by applicable law."</p>
44	Proposer's Affidavit	Items 12 and 13	Items 12 and 13 of Proposer's Affidavit are deleted in their entirety.

PROPOSER ASSURANCE OF COMPLIANCE

Form E

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the products/services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per this RFP, only new, unused and first quality products/services and services to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. *except as otherwise noted in proposer's response JBD* In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer

hereby certifies their compliance with federal affirmative action requirements.

- 12. Proposer certifies they have disclosed all rebates, re-imbursements, cost reductions and any other sources of revenue to the Proposer, or organization known to Proposer, relating to the goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 031210. *See Form (jbd)*
- 13. Proposer certifies they will continue to disclose new sources of rebates, re-imbursements, marketing fees, cost reductions, and any other source of revenue to the Proposer, or organization known to Proposer, relating to goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 031210 during the term of any contract awarded pursuant to this RFP. *See Form (jbd)*

Company Name: Staples Contract & Commercial, Inc

Contact Person for Questions: Jeremy Landis Phone: 703-734-8710 x241
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 500 Staples Drive

City/State/Zip: Framingham, MA 01702

Telephone Number: 703-734-8710 x241 Fax Number: 508-305-8113

E-mail Address: Jeremy.Landis@Staples.com

Authorized Signature: Joseph G. Doody

Authorized Name (typed): Joseph G. Doody

Title: President, NAD

Date: 3-3-10

Notarized



Subscribed and sworn to before me this March the day of 3, 20 10

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: Risa Scena



RISA A. SCENA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 31, 2010

FORM H

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification **BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B**.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Staples Contracts Commercial, Inc Date: 3-3-10

Authorized Signature: _____ Telephone number: _____

Printed Name: Joseph G. Doodly Title: President, NAD

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101
Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663
Fax: (651) 296-9042

Toll Free: 800-657-3704
TTY: (651) 296-1283



Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: Staples Contract & Commercial, Inc Date: 3-3-10
Authorized Signature: Joseph G. Dooly Telephone Number: _____
Printed Name: Joseph G. Dooly Title: President, NAD

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529



**THIRD AMENDMENT TO
CONTRACT #031210-SCC**

**For the procurement of
OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES**

made between

Staples Contract & Commercial, Inc. (Staples)
500 Staples Drive
Framingham, MA 01702

And

The National Joint Powers Alliance ® (NJPA)
200 1st ST NE
Staples, MN 56479

WHEREAS, NJPA issued a Request for Proposal #031210 ("RFP") for the provision of OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES to NJPA and NJPA Members (NJPA and NJPA Members may also be referred to herein as "Buyer" or "Buyers"); and

WHEREAS, Staples responded to said RFP committing to the provision of OFFICE AND CLASSROOM RELATED SUPPLIES AND ACCESSORIES to NJPA and NJPA Members, and

WHEREAS, NJPA awarded the contract proposed in the RFP, which is identified as contract # 031210-SCC, as amended by that certain First Amendment, dated August 5, 2010, that certain Second Amendment, dated November 1, 2010, and various Product and Pricing amendments (collectively, the "Contract") to Staples; and

WHEREAS, NJPA and Staples wish to amend certain terms and conditions of the Contract; and

WHEREAS, NJPA and Staples, for the purpose of adding additional terms and conditions related to the purchase of promotional, print, facility, and technology products and/or services offered by Staples in its response to the RFP that are not addressed in the Contract, consent to and approve the amendment of the Contract as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The effective date of this amendment shall be September 17, 2010 (Effective Date).
2. The following additional terms and conditions shall be added to the Contract as follows:
 - I. Promotional and/or Print Products. In the event Buyer desires to purchase Promotional Products and/or Print Products and/or related services, the following additional terms and conditions shall apply:
 1. Promotional Products Defined. As used herein, "Promotional Products" includes but is not limited to the products that Buyer purchases from Staples to promote or enhance Buyer's brand, product or company.
 2. Print Products Defined. As used herein, "Print Products" includes but is not limited to the customized documents, business forms, labels, direct mail products, electronic forms, digital print products, business cards and stationery, and "Proprietary Items"

(defined as items which contain a corporate or personal logo, name or other marking), that Buyer purchases from Staples.

3. Buyer Property. As used herein, "Buyer Property" shall refer to the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information representations, descriptions, classifications, characterizations, statements, or language contained in or on any print or electronic content or materials provided to Staples by Buyer in connection with Staples' performance under the Contract.

4. Warranty.

- 4.1. Buyer Warranty. Buyer represents and warrants that it owns or has the right and license to use, adapt and reproduce Buyer Property. Buyer represents and warrants that Buyer Property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules.

- 4.2. Staples Warranty. Staples warrants that Print Products and/or Promotional Products provided to Buyer in connection with the Contract, in their unaltered, unmodified form, are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Staples, are discovered by Buyer, the sole and exclusive remedy shall be, at Staples' sole election, for Staples to replace the defective product at Staples' expense or to credit Buyer's account for the net amount actually paid by Buyer to Staples for the applicable product, provided that Staples is reasonably certain that the warranty claim is valid and was not caused by Buyer.

5. Buyer grants to Staples a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate Buyer Property solely in connection with Staples' obligations pursuant to the Contract. Staples acknowledges that, as between Staples and Buyer, Buyer owns, controls and shall retain all ownership rights in and to Buyer Property. All proprietary rights and goodwill in the Buyer Property shall inure to the benefit of Buyer and not Staples. Staples shall acquire no intellectual property rights in the Buyer Property by reason of its use thereof, and if, by operation of law, or otherwise, Staples is deemed to, or appears to, own any intellectual property in the Buyer Property, Staples shall, at Buyer's request, execute any and all documents necessary to confirm or otherwise establish Buyer's rights therein.
6. Buyer shall indemnify, defend and hold harmless Staples for any third party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) Buyer's breach of Buyer's warranty related to Buyer Property; or (ii) Staples' use of Buyer Property in accordance with the specifications provided by Buyer.
7. Inventory Services. If requested by Buyer, Staples agrees to store certain products and other inventory pursuant to the terms of an Inventory and Storage Agreement, to be provided upon request.
8. Returns for Promotional Products. Staples has a 90-day 100% satisfaction guarantee policy for all Promotional Products and will immediately credit Buyer's account or ship replacement merchandise in these instances.

II. Facility Products. In the event Buyer desires to purchase Facility Products and/or services, the following additional terms and conditions shall apply:

1. Facility Products Defined. As used herein, "Facility Products" includes but is not limited to the break-room supplies, janitorial and sanitation products, ice melt, light bulbs, safety and shipping supplies, dispensers, Sustainable Earth products and other supplies related to building maintenance that Buyer purchases from Staples.
2. Buyer Warranty. Buyer represents and warrants that Buyer will (i) follow all instructions provided by Staples relating to use, dilution, or installation of Facility Products and (ii) use and dispose of the Facility Products in accordance with all applicable state, county, local and federal laws and regulations, including environmental rules and regulations. A breach of this Section shall void any and all warranties set forth in the Contract as they relate to Facility Products.
3. Exceptions to Return Policy. The following exceptions apply to Staples' return policy described in the Contract for Facility Products: (1) Buyer may not return partial cartons or opened containers of Facility Products that contain hazardous materials and (2) Buyer may not return janitorial and sanitation Facility Products (such as cleaning chemicals) unless such Facility Products are returned in unopened and unaltered original case quantities and packaging. In addition, returns of Facility Products are subject to approval by Staples.

III. Technology Products. In the event Buyer desires to purchase Technology Products, the following additional terms and conditions shall apply:

1. Technology Products Defined. As used herein, "Technology Products" includes the business machines, computers, consumer electronics, networking, peripherals, storage and technology related supplies that Buyer purchases from Staples.
2. Exceptions to Return Policy. The following exceptions apply to Staples' return policy described in the Contract for Technology Products: Subject to manufacturers' or wholesalers' returns policies and restrictions, Staples will accept returns of (a) stocked Technology Products (excluding hardware items) in salable condition up to thirty (30) days after receipt by Buyer; and (b) hardware items up to fourteen (14) days after receipt by Buyer. The Technology Product must be returned to Staples 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."

Unless otherwise modified by this amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this third amendment as of the Effective Date.

Staples Contract & Commercial, Inc.

By Joseph G. Doody
Date 10/01/10

JOSEPH G. DOODY
Printed Name

The National Joint Powers Alliance ®

By Tom Lyscio
Date 12/28/10

Tom Lyscio
Printed Name

