


Master Purchase Order

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|---------------------------------------|---|---------------------------|------------------|--------------|------------------|--|
| DO NOT INVOICE TO THIS ADDRESS |  | Master Purchase Order No. | | 5954L0112 | | |
| City & County of Denver | | Date: | October 10, 2013 | Revision No. | 1 | |
| Purchasing Division | | Payment Terms | Net 30 | Ordinance | (as applicable): | |
| 201 West Colfax Avenue, Dept. 304 | | Freight Terms | DESTINATION | | | |
| Denver, CO 80202 | | Ship Via | Vendor's Choice | | | |
| United States | | Buyer: | Melissa Bordwine | | | |
| Phone: 720-913-8100 Fax: 720-913-8101 | | Phone: | 720-913-8114 | | | |

Vendor ID Number - Staples: 0000040185 Phone: 303-664-2000 Fax: 303-664-3265
 Vendor ID Number – Faison: 0000000922 Phone: Fax:

Primary Contract Vendor:

Staples Contract & Commercial Inc.
 Operating as: Staples Advantage
 500 Staples Drive
 Framingham, MA 01702
 Attn: Tom Heisroth

Ship To: Various City Agencies as directed
 Bill To: Accounts Payable
 201 West Colfax Department 908
 Denver, Colorado
 80202
 or
 As Specified By Agency

MBE Partner:

Faison Office Products, Inc
 3251 Revere Street, Suite 200
 Aurora, CO 80011

1. Goods/Services:

Staples Contract & Commercial, Inc. operating as: Staples Advantage, a Delaware Corporation with a principal place of business at 500 Staples Drive, Framingham, Massachusetts 01702 (“Primary Contract Vendor”) and Faison Office Products, Inc., a Colorado corporation with a principal place of business at 3251 Revere Street, Aurora, Colorado 80011 (“MBE Partner”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order. It is the intent of the parties that approximately 30% of sales will be purchased directly through the MBE Partner and the remaining sales will be purchased directly through the Primary Contract Vendor. The Primary Contract Vendor and the MBE Partner are each individually referred to herein as the “Vendor” with respect to the rights and obligations associated with their respect sales.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing structure for the goods/services is referenced in **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from date of City signature to and including February 1, 2014. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions referenced in Exhibit A. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post,

insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Six Million Dollars (\$6,000,000.00). This Master Purchase Order is valid up to \$499,999.99. The balance is subject to City Council approval. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may offset against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

- a. Title and risk of loss in connection with the Products shall pass to the City at the time the Products are delivered to the City.
- b. Vendor expressly warrants that it will provide the City with pass-through of all manufacturers' warranties for all Products sold to the City. Vendor expressly warrants that all Vendor branded Products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design and workmanship for whichever period is shorter either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor's samples, if any.
- c. These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Vendor specifically disclaims any and all implied warranties, including without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's and/or Supplier's aggregate liability exceed the agreed upon cost for those goods/services that have been

accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination: Either Party may terminate this MPO Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order,

and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

The remainder of this page left blank intentionally.

This Master Purchase Order is acknowledged and agreed to by:

Staples Contract & Commercial, Inc.
By its authorized agent:

[Signature]
Signature

Name: Thomas W. Heisroth

Title: SENIOR VICE PRESIDENT

Date: 11/8/2013

Address for Notices:

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

Attn: General Counsel

Telephone: _____



City and County of Denver, Purchasing Division

By its authorized agent:
[Signature]
Signature

Name: James P. McIntyre

Title: Director of Purchasing

Date: 1-13-14

Address for Notices:

City and County of Denver
201 West Colfax Avenue, Dept 304
Denver, CO 80202

Attn: Purchasing Division

720-913-8100

Faison Office Products, Inc.

By its authorized agent:
[Signature]
Signature

Name: JAMES D. CASEY

Title: Pres / CEO

Date: 10/11/13

Address for Notices:

Faison Office Products, Inc.
3251 Revere Street
Aurora, CO 80011

Attn: DANIEL H. MORTON, mgr. B.Us F CONTRACTS

Telephone: 303-365-4565 Direct

EXHIBIT "A"

Primary Contract Vendor: Staples Contract & Commercial Inc.
MBE Partner: Faison Office Products, Inc.
Title: Janitorial Supplies
Master Purchase Order No.: 5954L0112

It is recommended that you use your Master Purchase Order No. – 5954L0112, in all future correspondence, billing, invoicing or other communications.

This Master Purchase Order Agreement is governed by DRMC 20-64.5. The additional terms and conditions below shall be added to the terms and conditions of this agreement.

NJPA PROGRAM AGREEMENT

This NJPA Program Agreement ("MPO Agreement") by and between City and County of Denver ("the City") and Staples Contract & Commercial, Inc., operating as Staples Advantage ("Staples") is made effective as of Date of City signature (the Program Agreement Effective Date") and is attached to and governed by the NJPA Agreement(s) specifically marked and identified in Section 3.2 below ("NJPA Agreement(s)") between Staples and NJPA. The City and Staples are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the NJPA Agreement unless otherwise defined herein.

WHEREAS, the City, a member of NJPA (as defined below), and Staples desire to enter into this MPO Agreement pursuant to which the City may participate in the NJPA Program to purchase Products (as defined below).

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Previous Program Agreement(s). The Parties acknowledge and agree that this MPO Agreement shall replace and supercede any previous MPO Agreement including any amendments attached thereto as of the Program Agreement Effective Date set forth in paragraph 1 above.

2.0 Definitions.

2.1 **NJPA.** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national government/education contracting agency. NJPA was created and organized under the "Service Cooperative" section of the Minnesota Statute, M.S. 123A.21. NJPA is governed by publicly elected officials while cooperatively serving all municipal and educational agencies nationally under the authority of the Minnesota Joint Exercise of Powers laws M.S. 471.59.

2.2 **NJPA Program.** The specific program(s) checked below:

x **Janitorial Supplies Program.** Janitorial supplies and related custodial equipment offered for sale by Staples to NJPA members that are included in the NJPA purchasing program for janitorial supplies and related custodial equipment pursuant to RFP award #111010 as amended from time to time or any future equivalent IFB/RFP for janitorial supplies awarded to Staples.

2.3 **Products.** All items included in the NJPA Program that Buyer purchases or may purchase from Staples.

3.0 City Representations and Warranties. The City hereby represents and warrants that:

3.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit eligible to participate in the NJPA Program pursuant to Minnesota Statute 123a.21;

- 3.2 it is an NJPA member and will maintain its NJPA membership during the Program Agreement Term;
- 3.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and
- 3.4 as a member of NJPA, the City may participate in the NJPA Program, provided, however, the City acknowledges that it (i) will be bound in all respects by the terms and conditions of the NJPA Agreement and terms and conditions of this MPO Agreement

4.0 Prices. Prices for Products are available at the time of purchase on www.StaplesAdvantage.com and/or <https://Faison.ediversitynetwork.com> or as otherwise provided by the NJPA Program.

NJPA Pricing Structure is as follows:

Hot List and City & County of Denver Custom list

- Net Priced: 600+ SKU's (as of Oct 2012). Majority paper and liner related products
 - Paper towels, waste liners, napkins, hand cleaners, etc
- 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). Although change does not have to take effect on the start of the calendar quarter.
- Requires NJPA approval.

• Core List

- Net Priced: 2,900+ SKU's (as of Oct 2012). General Janitorial and Cleaning Supplies
- Prices held for a year.
- Staples can submit a request for price changes annually, 30 days prior to Dec 31.
- Requires NJPA approval.
- If approved, Jan. 1st is the effective date of any changes.

5.0 Rebates.

5.1 Staples will pay the City the standard NJPA volume rebates as provided by the NJPA Program.

NJPA Rebate Schedule as followed: Payment of all

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

| Net Sales | Customer Volume Rebate |
|--------------------------|-------------------------------|
| \$ 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% |

5.2 Payment of all incentives and/or rebates paid hereunder is contingent upon the City paying all invoices within the agreed-upon payment terms.

6.0 Conflict. In the event of conflict between this MPO Agreement and the NJPA Agreement, the terms and conditions of this MPO Agreement shall control.

7.0 Supplier agrees to provide the following account and program management for the City and County of Denver with regular business reviews with reporting categories that consist of the following:

- **Activity reports** (Usage, Service Level and Compliance reports delivered by your Staples account team)
- **Online reports** (User and Spending reports available through our e-commerce site)
- **Environmental reports** (delivered by your Staples account team)
- **And some custom reports are available upon request** (delivered by your Staples account team)

- 7.1 Dedicated Facility Solutions Specialist serving as your single point of contact for all facilities or custodial needs.
- 7.2 Dedicated Implementation team that will assist with all of the details regarding the entire start to finish implementation of inventory management, dispenser installation and end user trainings.
- 7.3 Tailored trainings and site audits to discover ongoing program cost and labor savings
- 7.4 Next-business day delivery for Core consumables for orders placed by 3:00 pm the previous business day. Special order or non-stock items will be delivered based on sourcing requirements and advance knowledge of estimated consumption.
- 7.5 Streamlined billing processes to reduce paper work and payment reconciliation time. Payments may be made through pcard or invoicing.
- 7.6 Easy and efficient StaplesAdvantage.com and Faison ediversitynetwork.com ordering web site and proactively managed City & County specific online shopping list
- 7.7 Staples shipping, returns and Customer Service policies: Staples will accept resellable products within 30 days of original purchase with complete & original manufacture packaging intact and undamaged. Customer Service is available to the City and County of Denver 6:00 a.m. to 6:00 p.m. MST. Customer service can be reached at 877-826-7755.
- 7.8 Supplier agrees to provide and install all new dispensers including any replacements due to normal wear and tear or manufacture defects. Supplier will also provide dispenser maintenance, repairs or replacements due to normal wear and tear or manufacture defects for no additional charge. Supplier agrees to cover any new dispenser installs based on the supplier's recommendation and sourcing requirements.

8.0 Small/Minority/Disadvantaged Business Participation:

Staples is committed to engaging a local MBE enterprise (the "MBE Partner") to provide the following services for the City: contract account management, billing, invoicing and credit collections. Customer service support and other services may also be available from the MBE Partner.

In order to provide this value-add, in exchange for the additional costs involved in adding the MBE Partner's participation in this contract, the NJPA rebate schedule (Section 5.1) will be reduced from 5% to 3% on the portion of the Net Sales that are ordered directly through the MBE Partner. The City, Staples and the MBE Partner will agree the specific locations that will be serviced by the MBE Partner under this Agreement. It is the intent of the parties that approximately 30% of the Net Sales will be placed through the MBE Partner.

As of the Program Agreement Effective Date, the local MBE Partner engaged by Staples to provide a portion of the services to the City is:

Faison Office Products, Inc.
3251 Revere Street, Suite 200
Aurora, CO 80011