

SOURCEWELL PARTICIPATING AGREEMENT

This Sourcewell Participating Agreement (“Participating Agreement”) by and between State Of Iowa-Das Cent Procure-Sw (“Buyer”) and **Staples Contract & Commercial LLC**, (“Staples”) is made effective as of February 3, 2025 (the Participating Agreement Effective Date”) and is attached to and governed by the Sourcewell Agreement(s) specifically marked and identified in Section 3.2 below (“Sourcewell Agreement(s)”) between Staples and Sourcewell. Buyer and Staples are collectively referred to herein as the “Parties”. All capitalized terms used herein shall have the meaning assigned to them in the Sourcewell Agreement unless otherwise defined herein.

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

NOWHEREFORE, 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 Participating Agreement(s). The Parties acknowledge and agree that this Participating Agreement shall replace and supersede any previous Participating Agreement including any amendments attached thereto as of the Participating Agreement Effective Date set forth in paragraph 1 above.

2.0 Term. The term of this Participating Agreement with respect to Buyer shall commence on the Participating Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the Sourcewell Agreement, or (ii) the date at which Buyer ceases to be a Member of Sourcewell (“Participating Agreement Term”). In the event that the Participating Agreement terminates or expires pursuant to (i) or (ii) above, Staples agrees to offer Buyer the option to enter into a separate agreement with Staples only, provided, however, Staples and Buyer mutually agree upon the terms and conditions of such separate agreement.

3.0 Definitions.

3.1 Sourcewell. The Sourcewell is public agency serving as a national government/education contracting agency. Sourcewell was created and organized under the “Service Cooperative” section of the Minnesota Statute, M.S. 123A.21. Sourcewell 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.

3.2 Sourcewell Program. The specific program(s) checked below:

☒ **Supplies Program.** Office, school, and other workplace-related supplies and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE SUPPLY AND WORKPLACE SOLUTIONS CATALOG pursuant to RFP award #070924-SCC as amended from time to time.

☒ **Furniture Program.** Furniture with related accessories and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE AND EDUCATION FURNITURE pursuant to RFP award #091423-SCC as amended from time to time.

☒ **Janitorial Program.** Janitorial supplies and equipment with related services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of JANITORIAL SUPPLIES AND EQUIPMENT WITH RELATED SERVICES pursuant to RFP award #082794-SCC as amended from time to time.

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

3.4 **Purchase Orders.** Unless otherwise agreed by the parties in writing, all purchase orders issued by Member during the Term of this Participating Agreement shall be governed only by the terms and conditions of this Participating Agreement notwithstanding any preprinted language on Member's purchase order or Staples' acknowledgement thereof.

4.0 **Buyer Representations and Warranties.** Buyer hereby represents and warrants that:

4.1 it is a governmental entity as defined in Minnesota Statute 471.59 or it is a nonpublic school administrative unit or non-profit eligible to participate in the Sourcewell Program pursuant to Minnesota Statute 123a.21;

4.2 it is a Sourcewell member and will maintain its Sourcewell membership during the Participating Agreement Term;

4.3 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

4.4 as a member of Sourcewell, Buyer may participate in the Sourcewell Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the Sourcewell Agreement and terms and conditions of this Participating Agreement

5.0 **Prices.** Prices for Products are available at the time of purchase on www.StaplesAdvantage.com or as otherwise provided by the Sourcewell Program.

6.0 **Conflict.** In the event of conflict between this Participating Agreement and the Sourcewell Agreement, the terms and conditions of this Participating Agreement shall control.

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

8.0 **Payment Terms.** Buyer has 60 days to make payment following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

9.0 **Reports.** Staples shall submit quarterly reports to the Buyer showing all sales made quarterly against this Program Agreement within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each buyer agency.

10.0 Administrative Fees.

10.1 Staples will pay the State of Iowa Department of Administrative Services the standard annual Sourcewell volume administrative fees as provided by the Sourcewell Program. Any administrative fee shall be calculated using the aggregate sales volume of all participants under this Program Agreement, provided, however, that the administrative fee shall be actually paid only to the State of Iowa Department of Administrative Services.

10.2 Payment of all discounts, incentives and/or administrative fee paid hereunder is contingent upon Buyer paying all invoices within the agreed-upon payment terms.

11.0 Compliance with the Law: Nondiscrimination in Employment. The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.



Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

12.0 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in

connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

IN WITNESS WHEREOF, the Parties have executed this Participating Agreement under seal as of the Participating Agreement Effective Date.

Buyer Name: State of Iowa-DAS Procurement		Staples Contract & Commercial LLC	
By its authorized agent:		By its authorized agent:	
Name:	Karl Wendt	Name:	Erica Higgins
Title:	Chief Procurement Officer	Title:	VP Sales
Date:	Mar 20, 2025	Date:	Mar 20, 2025
Address:	State of Iowa – Department of Administrative Services 1305 E. Walnut ST Des Moines, IA 50319	Address for notices:	Staples Contract & Commercial LLC 500 Staples Drive Framingham, MA 01702