

KEY CONTRACT TERMS

For

Master Agreement WRESA-04032023-232-01

<u>Contract Between:</u>	Wayne RESA and Staples Contract & Commercial LLC
<u>Contract Purpose:</u>	Master Agreement for Wayne RESA, Consortium Districts, and authorized CoPro+ Members to purchase office supplies
<u>Contract Number:</u>	WRESA-04032023-232-01
<u>RFP Number:</u>	WRESA-04032023-232-01
<u>Contractor Name:</u>	Staples Contract & Commercial LLC
<u>Contractor Address:</u>	500 Staples Drive Framingham, MA 01702
<u>Contractor Telephone:</u>	(586) 945-5789
<u>Contract Administrator:</u>	Wayne RESA Designee/CoPro+
<u>Base Contract Years:</u>	August 1, 2023 – July 31, 2026
<u>Option Years:</u>	Two (2) one-year renewal options
<u>Pricing:</u>	Refer to Section 2.1 and Attachment A
<u>Administrative Fee:</u>	2.0%
<u>Terms & Conditions:</u>	Refer to Section 3
<u>Ordering Options:</u>	Online Catalog
<u>Payment Options:</u>	Purchase Order, Procurement Card, or Direct Voucher
<u>Miscellaneous Information:</u>	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS

Signature of Contractor's Duly Authorized Representative

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

- (1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor;
- (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:

WAYNE RESA:

Staples Contract & Commercial LLC

Rob McCoy / Executive Director of Operations

Firm Name

Name/Title

Authorized Representative Signature

Authorized Signature

Print Name/Title

Date

Date

SECTION 1.0: SCOPE OF WORK - CONTRACT REQUIREMENTS

Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, has awarded this Master Agreement for Office Supplies.

For additional requirements and scope of work, see RFP and the awarded proposal response.

This contract establishes the terms and conditions for the provision of office supplies by the contractor. The following requirements shall govern the scope of work, responsibilities, and expectations between the client and the contractor, ensuring the efficient and reliable procuring of office supplies.

1.1 Customer Service & Quality Control Plan

The following factors must be provided by the Contractor as self-monitoring tools to ensure the required services are provided as specified:

1.	<p>Staples will work with WRESA on monitoring the following activities ensure compliance with all Master Agreement requirements:</p> <ul style="list-style-type: none"> • Fill rate and backorder rate • Delivery commitment • Returns and Credits • Customer service support • Sales representative assignment • Sales representative response time • Billing and reporting accuracy
2.	<p>Monitoring methods to be used:</p> <ul style="list-style-type: none"> • Regular business reviews • Customer surveys
3.	<p>Frequency of monitoring:</p> <ul style="list-style-type: none"> • Staples will meet with WRESA's program manager or designated appointee on a quarterly basis to review the Staples program.

4. Forms to be used in monitoring:

- Customers can leave feedback on their ordering and delivery experience any time, through the Help Center on StaplesAdvantage.com. The feedback button on the Help Center allows customers to provide immediate commentary on their shopping and ordering experience.

5. Title/level and qualifications of personnel performing monitoring functions:

Call Center Structure	
Customer Service Representative	Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with WRESA and works to develop a strong knowledge of the specifics of your account.
Order Resolution Associate	Focuses on order entry only, resulting in time and accuracy efficiencies.
Team Manager	Coordinates the activities of the Customer Service Representatives in each group, ensuring that each account is supported, and procedures are enforced.
Customer Operations Team	Communicates with WRESA about next-business-day delivery exceptions and rare instances of product cancellations.
Quality Assurance Team	Monitors contact between associates and customers and reports on key customer service trends. Coaches both managers and associates to improve the quality of customer interactions.

6.	<p>The Contractor must document methods of all monitoring results, including all corrective actions taken. The main steps are outlined below to ensure resolution is provided quickly:</p> <ul style="list-style-type: none"> • A customer calls Staples' customer service with an issue. The Customer Service Representative checks the account rules to ensure proper handling. • The Customer Service Representative takes the appropriate actions to resolve the issue and reports the resolution to the customer, documenting this in our system. • Unresolved issues are escalated through the customer service organization until each issue is resolved. Everything is documented on the account.
7.	<p>Toll free number for customer service calls:</p> <ul style="list-style-type: none"> • (877) 826-7755
8.	<p>Training plan for customers:</p> <p>As a standard, training is through online webinars to ensure end users' locations and remote users have access to the sessions. From video tutorials to step-by-step user guides, Staples offers a full suite of training materials. The Welcome Page on StaplesAdvantage.com provides everything needed to get started.</p>
9.	<p>Customer surveys:</p> <ul style="list-style-type: none"> • First Call Resolution Culture – (Metric used to measure associates' performance). It is Staples' goal to receive a satisfactory solution with a single call. • Quality Assurance Monitoring - Staples' uses an automated monitoring solution to track and record all incoming calls taken in real-time. In addition, all phone, live chat and email interactions are recorded for a minimum of 30 days for review and coaching. • Customers can choose to take a short survey after calling Customer Service or use the live chat feature on StaplesAdvantage.com. The survey results are used to measure performance and the quality of customer relationships over time.

10. Warranty/return policies:

To return an item you are not completely satisfied with, please see the “Return Periods by Product” chart below for the applicable return period. If within the applicable timeframe to return an item, customers may either use the online return process at StaplesAdvantage.com or call the Customer Service team to submit a return.

Return Periods by Product

Product Category	Applicable Return Period
Office and Facilities Supplies	30 Days
Software (unopened)	30 Days
Technology and Business Machines	14 Days
Furniture	14 Days*
Custom Products	Not returnable unless damaged or defective

*Return requests will be accepted within 14 days of delivery under the following conditions: a) products are in new condition; b) products are unassembled and in original packaging. Special order, customized, manufacturer direct shipped, or assembled items are not returnable, unless such products arrive damaged or defective.

- **Return/Exchange Process** - Products should be returned to Staples in resalable condition, with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts. Have the packing list ready when initiating a return as the order number and a reason for the return will be required.
Ensure items are ready when a driver arrives for the pick-up and a copy of the packing slip is included. The account will be credited when returned merchandise is received back into inventory. Typically, returns are picked up within 1 to 5 business days and the credit is released within 24 to 48 hours after receipt of the items.
- **Warranties** - Staples will pass through all manufacturers' warranties to the customer. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.
- **Damaged/Defective Items** - Call the Customer Service team to return damaged or defective products. Credit for damaged items is issued once the items are received at the Staples fulfillment center.
- **Important Notes About Returns** –
 - Non-defective dated goods such as forms, batteries, film, toner and ink cartridges are subject to approval and require a Return Authorization for credit.
 - Calendars cannot be returned after January 31st of the year to which they correspond.

	<ul style="list-style-type: none"> iii. For health and safety reasons, food, beverages, first aid and medical products cannot be returned. iv. For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging. v. Products purchased in bulk, including those intended to be used during a World Health Organization epidemic or pandemic alert, are subject to review prior to return. vi. Partial cartons or opened containers of hazardous materials cannot be returned. vii. It is the customer's responsibility to ensure the products are used and disposed of in accordance with all applicable federal, state, county and local laws and regulations, including environmental rules and regulations.
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1.2 Order & Fill Rate

Products must be made available for procurement through Contractor's online catalog/ordering system. All orders will be submitted online by participating entities as specific needs arise. Resulting orders are to be shipped and billed directly to the specified entity.

Multi-Point Orders – Separate orders must be placed for each delivery location (including delivery to multiple desktops within a building).

Ordering Procedures

<u>Step 1</u>	Go to StaplesAdvantage.com for online ordering.
<u>Step 2</u>	User selects the desired item for either delivery or Buy Online Pick Up in Store and adds to cart.
<u>Step 3</u>	After the item is added to cart, the user can either review and checkout or continue shopping.
<u>Step 4</u>	On the My Cart page, user adds additional accounting information like PO Number and Budget Center, and then selects Payment Method. Once information is completed, the user selects Submit Order.
<u>Step 5</u>	When the order is successfully submitted, the user is brought to a confirmation screen. The user also receives an email with complete order details.

1. Minimum dollar amount required per order is \$35.00.
2. Staples fill rate and next business day delivery of the core list items is 99%.

1.3 Delivery & Acceptance

Staples is required to include F.O.B. Delivered/Destination, with transportation charges prepaid on all orders that meet the minimum order dollar amount (\$35.00).

1.	<p>Time frame for delivery:</p> <p>Staples is committed to fulfilling at least 99% of the items on the core list by the next business day. The cut-off time for next business day delivery is 3:00 p.m. local time. Normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.</p>
2.	<p>Packaging:</p> <p>To help reduce waste at WRESA's facilities, Staples has engineered an order fulfillment process to minimize packaging and shipping materials on supply deliveries. All deliveries are properly protected to arrive intact.</p>
3.	<p>Carriers used for deliveries:</p> <p>Staples uses a combination of third-party couriers and Staples-exclusive couriers. Staples-exclusive carriers are exclusively contracted with Staples, meaning they only make Staples deliveries and are not contracted for deliveries with any other companies. The third-party couriers undergo a rigorous evaluation process, and are required to meet service level agreements.</p> <p>The primary courier for WRESA will be Capstone Logistics, a Staples-exclusive courier supported by</p>
4.	<p>Policies and procedures for accepting deliveries:</p> <p>Staples provides deliveries once per day and can capture an electronic signature at the time of delivery.</p> <p>To track a package: End users are able to login and click on the Order Number (the package/order to track) from the Dashboard. In the Items for Delivery section, click on "View Full Tracking History" to get to the package tracking page.</p>

1.3.1 Delivery Time Frames

a. **Summer Deliveries**

Deliveries to schools that occur in the summer months (outside school operational calendars) must be coordinated with schools as they are closed during the summer. Staples will work with each school to develop standard delivery protocols and confirm specific delivery hours.

b. **Standard Delivery and Quick-Ship Options**

“Standard Delivery” is next business day delivery if order is placed by 3:00 p.m. local time. Delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

“Quick-Ship” is same business day delivery, which may be arranged by contacting Staples Customer Service. To ensure all appropriate process checks are completed, a cut-off time of 11:30 a.m. local time. Please note that additional transportation costs and courier fees are incurred and there will be a separate charge for same business day requests.

1.3.2 Shipping Errors

The receiving entities are instructed to immediately inspect products/packages upon receipt and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

1.4 Management & Staff

Please refer to Section 1.5 in the awarded RFP response, for the following items:

- Project Management of the contract;
- Staffing and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Background checks process, if delivery is by company other than UPS and Federal Express.

1.4.1 Primary Account Representative

Contractor must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract as well as the contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

Staples Point of Contact:

Cathy Peterson-Jennings
(586) 945-5789

Cathy.Peterson-Jennings@Staples.com

Staples Regional Sales Director (2nd Point of Contact):

Sharon Burgess

(813) 469-7256

Sharon.Burgess@Staples.com

1.4.2 **Customer Support**

Customer Service is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern by email (Support@StaplesAdvantage.com), phone (877) 826-7755, or live chat on StaplesAdvantage.com. The Help Center is always available on StaplesAdvantage.com.

It is Staples' goal to answer customer phone calls within 70 seconds, reply to live chat sessions within 45 seconds, and reply to emails within 4 hours.

1.5 **Reporting Capabilities**

Staples is required to submit quarterly sales reports and other reporting documents as agreed upon.

1.6 **Communication Plan/Contract Management**

Please refer to Section 1.7 in the awarded RFP response, for the various communication resources available and contract management plan.

SECTION 2.0: PRICING SCHEDULE & PAYMENT TERMS

2.1 Pricing Schedule

See Pricing Schedule **Attachment A**

2.1.1 Promotional Pricing

Staples has provided an aggressive product pricing structure without much incentive that can inflate the overall pricing.

2.1.2 Bid Pricing/Payment Terms

Staples agrees to Net 45 payment terms.

2.1.3 Quantity Term

Staples agrees to supply the complete quantity and products that each customer requires.

2.1.4 Rebates and Special Promotional Capabilities

Wayne RESA must approve promotional materials referring to the Wayne RESA/CoPro+ Agreement prior to release. Wayne RESA/CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Staples promotions for Wayne RESA/CoPro+ items:

- a. Submit all promotions for approval
- b. Identify the savings amount
- c. Identify the final price
- d. Specify the time period in which a purchase must be made.

2.2 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne RESA and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne RESA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

2.3 Price Assurance

Staples agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available for similar size purchasing entities and the Pricing Assurance shall remain so throughout the duration of the contract. Pricing updates will be based on cost increases or decreases received from Staples' suppliers and other market conditions. Any price adjustments will be based on changes in the delivered cost. All price increases will be communicated to Wayne RESA/CoPro+ by Staples thirty (30) days in advance. If product and service costs to Staples drop during the term of the contract, Staples

will share those benefits with Wayne RESA/CoPro+ in a timely manner and will collaborate with Wayne RESA/CoPro+ to decide the preferred way for the savings to be reflected. ~~realized to include process efficiencies that reduce internal procurement and administrative costs while also decreasing our cost to serve you.~~

2.4 Statewide Cooperative Contract – Administrative Fee

All pricing submitted to Wayne RESA and its participating entities shall include a 2% administrative fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

SECTION 3.0 - TERMS AND CONDITIONS

1. Wayne RESA Rights & Responsibilities

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2. Conflict of Interest

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

3. Gratuities

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

4. Laws

4.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

4.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne RESA, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

4.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

4.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

4.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or

local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Wayne RESA; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.7 Freedom of Information

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

4.8 Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

5. General Provisions

5.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

5.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA

5.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

5.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform.

5.5 Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

5.6 Order of Precedence

Any inconsistency in the terms associated with this contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
- (b) The most recent Statement of Work related to this contract;
- (c) All sections from Section 3 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the contract; and
- (f) Proposer Responses contained in any of the solicitation documents.

5.7 Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

5.8 Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

5.9 Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

5.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

5.11 Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

5.12 Electronic Payment Requirement

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

5.13 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other contractors, including Wayne RESA's quality assurance

personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

5.14 Relationship of the Parties

The relationship between Wayne RESA and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

5.15 Time of Performance

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA

5.16 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-

performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

5.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

5.18 Examination of Records

Wayne RESA, upon 30 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

5.19 Audit/Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

During the Term and for a period of twelve (12) months thereafter, Staples will upon not less than thirty (30) calendar days' prior written request, make available to Wayne RESA no more than once per calendar year, at Staples' corporate offices, during normal business hours, the information from Staples' contract administration application pertaining to all invoices sent by Staples' and payments made by Wayne RESA for all Products and Services purchased by Wayne RESA under this Agreement during the twelve (12) month period immediately prior to the date of Wayne RESA written audit request. Wayne RESA may employ a third party, or Wayne RESA may choose to conduct such audit on its own behalf. Staples shall have the right to approve such third party, which approval shall not be unreasonably withheld. Upon approval and after the third party has executed an appropriate confidentiality agreement with Staples, Staples will permit the third party to review the relevant documents. Wayne RESA shall be responsible for paying the fees and costs of any third party. In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Staples or Wayne RESA shall promptly reimburse or pay the affected party, as applicable.

Staples' designation of products within product categories for purposes of category discounts offered to Wayne RESA shall control for all purposes.

5.20 Errors

In the event that a properly conducted audit discloses any over-billing or under-billing from the then-current contractual price, Staples or Wayne RESA shall promptly reimburse or pay the affected party, as applicable.

5.21 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation proceeding;

- (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
 - (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.
- (c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:
- (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
 - (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

5.22 Other Disclosures

The Contractor must notify Wayne RESA Administrator within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

5.23 CoPro+ Requirements

- (a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.
- (b) To the extent that CoPro+ Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

5.24 Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
- B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
- D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
- F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

6. Insurance

6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must:

- (i) provide insurance certificates to Wayne RESA Purchasing via email (purchasing@resa.net) that it has obtained the minimum levels of insurance coverage indicated below or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA.
- (iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA. All policies of insurance must be issued by companies that have been approved to do business in Wayne RESA.
- (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (vi) pay all deductibles.

Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy endorsed to add: "Wayne RESA, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Applicable laws governing work activities	
Employers Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each occurrence	
Automobile Liability Insurance	

<u>Minimum Limits:</u> \$1,000,000 Combined single limit each occurrence	Contractor must have their policy endorsed to add: "Wayne RESA, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$4,000,000 Each occurrence excess of underlying; \$4,000,000 Products/Completed operations aggregate excess of underlying	
Privacy & Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000	

Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

6.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and within 10 (ten) days following the insurance renewal date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and

must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to Wayne RESA Administrator.

7. Indemnification

7.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

7.2 Employee Indemnification

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

7.3 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Wayne RESA to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or

service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

7.4 Continuing Obligation

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

7.5 Limitation of Liability

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

8. Warranties

8.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.

(b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this contract, and

Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).

(e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other Proposer before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and

contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

8.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

8.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this contract.

8.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

8.5 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default.

9. Contract Administration

9.1 Issuing Office

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

9.2 Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

9.3 Contract Changes

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA,

any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the contract.

(b) Wayne RESA or the Contractor may propose changes to the contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

9.4 Price Changes

Prices quoted on 80 items in RFP, are held for a maximum of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Wayne RESA may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining contract renewal options.

(f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

9.5 *Covenant of Good Faith*

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

9.6 *Assignments*

(a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Wayne RESA may, however, assign this contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.

(b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the contract or Wayne RESA's ability to recover damages.

(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9.7 *Criminal Background Checks*

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the contracted services; have passed a Wayne RESA criminal history background check if required.

10. Acceptance of Deliverables

10.1 Delivery Responsibilities

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."

(c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

10.2 Process for Acceptance of Deliverable(s)

Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default 30 days for a deliverable (Wayne RESA Review Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

- (a) the deliverable is accepted in the form delivered by the Contractor;
- (b) the deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable.

If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

10.3 Acceptance of Deliverable(s)

- (a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).
- (b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.
- (c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval.

11. Stop Work Order & Termination

11.1 Stop Work Order

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further

period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

11.2 Termination of Stop Work Order

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

11.3 Allowance of the Contractor's Costs

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

11.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

11.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA

(b) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s)

that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(c) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 11.6, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

11.6 Termination for Convenience

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any solicitation issued by Wayne RESA. Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

11.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

11.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;
- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
- (iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except

to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 11.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Wayne RESA terminates this contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Wayne RESA deems expedient.

11.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

11.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party designated by Wayne RESA within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

11.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c)

does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 4.10, Dispute Resolution, before it terminates the contract.

ATTACHMENT A – PRICING

Item Category	UOM	Manufacturer Brand & No.	Price
Markers			
Sharpie Permanent Markers, Fine Tip, Black, 12/Pack	PKG	SANFORD 125328	\$6.95
Sharpie Permanent Markers, Fine Tip, Assorted, 12/Pack	PKG	SANFORD 125401	\$6.95
Dry Erase Markers, Chisel Tip, Assorted, 8/Pack	PKG	WORKLIFE BRANDS 24398948	\$2.99
FINE CHISEL POINT WHITE BOARD MARKERS, ASST; 4 SETS/BOX	BOX	WORKLIFE BRANDS 24376611	\$1.99
Highlighters, Chisel Tip, Assorted, 12/Pack	PKG	WORKLIFE BRANDS 24376663	\$3.98
Calendars			
8" x 11" Weekly & Monthly Appointment Book, 14-Month Planner, Black	EA	WORKLIFE BRANDS 24542859	\$4.99
22" x 17" Desk Pad, 12-Month Calendar	EA	HOUSE OF DOOLITTLE 24523537	\$4.75
File Folders			
File Folder, 1/3 Cut Tab, Letter Size, Manila, 100/Box	BOX	WORKLIFE BRANDS 116657	\$6.75
File Folder, 1/3 Cut Tab, Legal Size, Manila, 100/Box	BOX	WORKLIFE BRANDS 163360	\$8.48
File Folder, Hanging, 5-Tab, Letter Size, Standard Green, 50/Box	BOX	WORKLIFE BRANDS 266262	\$8.25
File Jacket, 2" Expansion, Letter Size, 50/Box	BOX	WORKLIFE BRANDS 396444	\$8.96
FOLDER, 2 PCKT,DARK BLUE, 25 per box	BOX	TOPS PRODUCTS LLC 962264	\$6.98
FOLDER, 2 PCKT,ASSORTED, 10 per box	BOX	TOPS PRODUCTS LLC 905754	\$3.25
FOLDER, 2 PCKT,RED, 25 per box	BOX	TOPS PRODUCTS LLC 578547	\$6.98
FOLDER, 2 PCKT, YELLOW, 25 per box	BOX	TOPS PRODUCTS LLC 578554	\$6.98
FOLDER, HANGING,LTR,1/3, 25 per box	BOX	WORKLIFE BRANDS 116806	\$4.75
FOLDER, HANGING, LEGAL, 1/3, 25 per box	BOX	WORKLIFE BRANDS 521252	\$7.48
File Folder, Hanging, Extra Capacity, 3 1/2" Expansion, Letter Size, Standard Green, 4/Pack	PKG	TOPS PRODUCTS LLC 884312	\$8.88
Dividers			
DIVIDERS, INSERT,5-TAB,CLEAR – SOLD SEPARATELY, PACK OF 5	EA	AVERY PRODUCTS CORPORATION 668484	\$0.55
DIVIDERS, INSERT, 5-TAB, CLEAR, BOX OF 24 SETS OF 5	BOX	UNV20831	\$3.99

DIVIDERS,INSERT,5-TAB, MULTI-COLOR – SOLD SEPARATELY, PACK OF 5	EA	AVERY PRODUCTS CORPORATION 153841	\$0.65
DIVIDERS, INSERT, 5-TAB, MULTI-COLOR – BOX OF 24 SETS OF 5	BOX	UNIVERSAL UNV20830	\$3.99
DIVIDERS,INSERT,8-TAB, CLEAR – SOLD SEPARATELY, PACK OF 5	EA	AVERY PRODUCTS CORPORATION 153866	\$0.98
DIVIDERS, INSERT, 8-TAB, CLEAR – BOX OF 24 SETS OF 8	BOX	UNIVERSAL UNV20841	\$6.25
DIVIDERS,INSERT,8-TAB,MULTI-COLOR – Pk of 4 Sets of 8 tabs	EA	AVERY PRODUCTS CORPORATION 431423	\$2.48
DIVIDERS, INSERT, 8-TAB, MULTI-COLOR – BOX OF 24 SETS OF 8	BOX	UNIVERSAL UNV20840	\$6.25
Labels			
Address Labels, 1" x 2 5/8", 30 Labels/Sheet, White, 100 Sheets/Pack	PKG	WORKLIFE BRANDS 479880	\$6.07
Shipping Labels, 2" x 4", White, 10 Labels/Sheet, 250 Sheets/Box	BOX	WORKLIFE BRANDS 489565	\$14.75
Envelopes			
Security, Easy-Close, Tinted, #10 Business Envelopes, 4 1/8" x 9 1/2", White, 100/Box	BOX	WORKLIFE BRANDS 329841	\$10.25
ENVELOPE, 6X9,REDISEAL,100/BX	BOX	WORKLIFE BRANDS 892099	\$4.75
ENVELOPE, 10X13,REDISEAL,250/BOX	BOX	WORKLIFE BRANDS 479889	\$21.25
ENVELOPE, 9x12, REDISEAL,100/BOX	BOX	WORKLIFE BRANDS 379479	\$7.25
ENVELOPE, 10X13, GUMMED, 250/BOX	BOX	WORKLIFE BRANDS 486946	\$21.25
Gummed, #10 Business Envelope, 4 1/8" x 9 1/2", White Wove, Window, 500/Box	BOX	WORKLIFE BRANDS 187013	\$8.95
Clasp & Gummed Catalog Envelope, 10"L x 13"H, Brown, 100/Box	BOX	WORKLIFE BRANDS 187039	\$11.76
Binders			
Standard 2" 3-Ring View Binder, Black, Each	EA	WORKLIFE BRANDS 374810	\$1.99
BINDER,VIEW,3-RNG,1"-WE	EA	WORKLIFE BRANDS 374815	\$1.39
BINDER,VIEW,3-RNG,3"-WE	EA	WORKLIFE BRANDS 374819	\$2.75
Standard 1/2" 3-Ring View Binder, White, Each	EA	WORKLIFE BRANDS 374818	\$1.39
Staplers			
Desktop Stapler, 20 Sheet Capacity, Each	EA	GENERAL BINDING CORP ACCO 103846	\$3.48
Heavy-Duty Desktop Tapler, 160-Sheet Capacity, Each	EA	GENERAL BINDING CORP ACCO 386312	\$19.84
Staples			

Standard Staples, 1/4" Leg Length, 5,000/Box	BOX	GENERAL BINDING CORP ACCO 112284	\$0.85
High-Capacity Staples, 1/2" Leg Length, 5,000/Box	BOX	WORKLIFE BRANDS 24418177	\$1.95
Pens			
Retractable Quick Dry Gel Pens, Medium Point, 0.7mm, Black, 12/Box	BOX	WORKLIFE BRANDS 2072167	\$3.19
Round Stic Xtra-Life Ballpoint Pen, Medium Point, 10mm, Blue Ink, 60/Pack	PKG	BIC CORPORATION 031307	\$3.99
Soft Feel Retractable Ballpoint Pen, Medium Point, Black Ink, 36/Pack	PKG	BIC CORPORATION 1534963	\$11.95
Batteries			
Batteries, AA Alkaline, 20/pack	PKG	DURACELL DISTRIBUTING INC. 703715	\$9.32
Batteries, AAA Alkaline, 36/pack	PKG	DURACELL DISTRIBUTING INC. 464050	\$14.75
Batteries, 9V Alkaline, 4/Pack	PKG	DURACELL DISTRIBUTING INC. 503573	\$7.98
Batteries, C Alkaline, 4/Pack	PKG	DURACELL DISTRIBUTING INC. 318964	\$4.75
Post-It Notes			
Post-It Notes, 3" x 3", Canary Yellow, 100 Sheets/Pad, 12 Pads/Pack	PKG	3M CORPORATION 105809	\$1.99
Post-It Notes, 1 7/8" x 1 7/8", Assorted Colors, 400 Sheets/Pad, 3 Pads/Pack	PKG	3M CORPORATION 512685	\$5.38
Post-It Notes, 4" x 4", Lined, 200 Sheets/Pad, 3 Pads/Pack	PKG	3M CORPORATION 474789	\$9.31
Notepads			
Notepads, 8.5" x 11.75", Wide Ruled, Canary, 50 Sheets/Pad, Dozen Pads/Pack	PKG	WORKLIFE BRANDS 163840	\$6.95
Notepads, 8.5" x 14" (Legal), Wide Ruled, White, 50 Sheets/Pad, Dozen Pads/Pack	PKG	WORKLIFE BRANDS 281303	\$8.95
Steno Pads, 6" x 9", Gregg Ruled, White, 80 Sheets/Pad, Dozen Pads/Pack	PKG	WORKLIFE BRANDS 497017	\$6.48
Clips			
Paper Clips, #1 Silver, 100/Box 10 Boxes/Pack	PKG	GENERAL BINDING CORP ACCO 472480	\$2.94
Paper Clips, Jumbo, Nonskid, 100/Box, 10/Pack	PKG	GENERAL BINDING CORP ACCO 472514	\$5.95
Binder Clips, Medium, Black, 144/Pack	PKG	WORKLIFE BRANDS 395200	\$4.98
Binder Clips, Large, One Dozen	PKG	WORKLIFE BRANDS 831610	\$1.88

CLIPS,GEM,#1,NON-SKID,100/BX – sold in packs of 10	PKG	GENERAL BINDING CORP ACCO 472498	\$3.59
CLIPS,GEM,GIANT,100/BX – sold in packs of 10	PKG	GENERAL BINDING CORP ACCO 472506	\$6.12
CLIPS, BINDER, SMALL, BLACK	DZ	GENERAL BINDING CORP ACCO 650963	\$0.59
Butterfly Clamps, #1, Silver, 12/Box	BOX	OFFICEMATE LLC 526038	\$0.89
Rubber Bands			
#64 Rubber Bands, 95/Pack	PKG	WORKLIFE BRANDS 143297	\$0.99
#33 Robert Bands, 820/Pack	PKG	WORKLIFE BRANDS 112680	\$0.99
Tape			
Invisible Tape, 3/4" x 1.296", 12/Pack	PKG	3M CORPORATION 487908	\$6.23
Ultra Heavy Duty Shipping/Packing Tape, 1.88" x 54.6 Yds, Clear, 6 Rolls/Pack	PKG	3M CORPORATION 815042	\$7.76
Wite-Out EZ Correction Tape, White, 10/Pack	PKG	BIC CORPORATION 483018	\$9.98
Miscellaneous			
Bankers Box, Corrugated File Storage Boxes, Lift-Off Lid, Letter/Legal Size, 20/Pack	PKG	FELLOWES 2070271	\$39.95
Medium Weight Sheet Protectors, Clear, 200/Box	BOX	WORKLIFE BRANDS 486330	\$5.88
8" Stainless Steel Scissors, Straight Handle, 2/Pack	PKG	WORKLIFE BRANDS 24380494	\$3.19
Gel Keyboard Wrist Rest, 18.66" x 2.8" x 0.91", Black, Each	EA	HANDSTANDS PROMO LLC 24339940	\$5.45
CALCULATOR ROLLS, WHITE, 2-1/4 – 12 rolls/pack	PKG	TST/IMPRESO, INC 176511	\$3.98
CARD,INDEX,RULED,4X6,8PT,WE 100/pack	PKG	WORKLIFE BRANDS 517730	\$0.85
CARD,INDEX,RULED,5X8,8PT,WE 100/pack	PKG	WORKLIFE BRANDS 517813	\$1.15
CARD,INDEX,RULED,3X5,8PT,WE 100/pack	PKG	WORKLIFE BRANDS 071737	\$0.75
CLAMPS,IDEAL, BUTTERFLY, LARGE, 12/BOX	PKG	GENERAL BINDING CORP ACCO 433359	\$1.77
ACCO IDEAL PAPER CLAMP, BUTTERFLY, SMALL, 50/BOX	BOX	GENERAL BINDING CORP ACCO 477552	\$2.59
CORRECTION, MONO TAPE – sold in packs of 10	PKG	AMERICAN TOMBOW INC 1142456	\$11.25