

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

BID NO. F-1157 Page 1
Show this number on envelope

Contract No. 39999

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the Contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4 CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the Contractor will be notified as to which provision, or option, is Being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Orlando, FL ON THE 14 DAY OF February, 2023
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Staples Contract & Commercial LLC

Phone Please contact Don Hasch: (714) 868-4274 Fax N/A

Address 500 Staples Drive Framingham MA 01702
Street City State Zip

Signature [Signature] Printed Name Tammy Kiger Printed Title Area Vice President

Please see attached Secretary's Certificate.

Signature _____ Printed Name _____ Printed Title _____
(Approved Corporate Signature Methods)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

County of Orange
State of Florida S.S.

Subscribed and sworn this date 2/14, 2023

In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.

Approved as to form and legality
3/6, 2023
City Attorney

BY [Signature]
Deputy

By _____
Executive Director Harbor Department

Date



REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

BID NO. F-1157

SUBMIT BID TO:

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

OFFICE HOURS:

7:30 a.m. – 4:30 p.m.
Monday through Friday (excluding Holidays)

**BID DUE BEFORE
11:00 A.M.
February 7, 2023**

Buyer: Juan Benitez, Procurement Supervisor (310) 732-3890
Email: jbenitez@portla.org

**BIDS WILL BE PUBLICLY
OPENED**

ALL ITEMS REQUESTED MAY BE QUOTED AS "OR EQUAL".

AFFIRMATIVE ACTION – AN APPROVED AA PLAN OR CERTIFICATION, IF NOT ON FILE, WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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OFFICE SUPPLIES AND EQUIPMENT (REBID)

This contract is in accordance with the "National Purchasing Partners (NPP) Contract# 190000000268 for the annual requirements of the Los Angeles Harbor Department: OFFICE SUPPLIES AND EQUIPMENT, to be furnished and delivered as may be required upon the execution of the contract for a period of one-year from the date of contract execution, including two, one-year renewal options, subject to the approval of the Executive Director.

PRICES QUOTED ARE IN ACCORDANCE WITH "National Purchasing Partners (NPP) Contract# 190000000268 PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

The terms of the attached Exhibit 1 – "National Purchasing Partners (NPP) Contract# 190000000268" are incorporated herein.

This contract is awarded for the following: OFFICE SUPPLIES AND EQUIPMENT:

Contact Term of NPPGov Contract: March 1, 2019 – May 31, 2024

Timeframe

-Staples will honor the new contract with two (2) one-year extensions for the entire products and services offering including office supplies, furniture, school supplies and copy & print services.

REQ. NO.: VAR
NOTIFY: T. Carey
PAGE 2

STATE TIME OF DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER TERMS
DISCOUNT FOR PAYMENT WITHIN _____ DAYS. BIDDER MUST SIGN THIS
BID ON PAGE 1

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PRICING

Eligible Customers/Agencies –

- Members of NPPGov across the nation, as well as government units in all other states(collectively, "Participating Agencies"),

Products Included - The Contractor will provide their organization's entire catalog of products and services as part of this contract. This will allow the State and Participating Agencies the opportunity to order a broad range of products and services, as appropriate for their needs.

Pricing Highlights (Excerpts: See Master Agreement for complete pricing details)

A. Core/Hot List. Net pricing on approximately 1,200 items established for the State and Participating Agencies.

- Participating Agencies may modify or amend this list per their specific requirements and usage if deemed necessary to create their own "Hot Lists".

B. Catalog/Discount Off List. Approximately 24,000 will be net priced based on List Less discounts in 28 designated product categories. See Schedule B.2a for categories and discount percentages. Actual products and net pricing will be available online at staplesadvantage.com under the Participating Agency's NPPGov contract login.

C. Core/ Manufacturer Direct Furniture. MiDeal members or Participating Agencies may purchase furniture through Staples who will coordinate and order directly from the manufacturer at the discounts established in Schedule B, Worksheets B.3a and B.3b, resulting in an even greater savings.

D. Non-Core Balance of Catalog. Non-Core Balance of Catalog Items are those items that are not on the Schedule B but are available on Staplesadvantage.com.

1) For those Non-Core Items that also appear on Staples.com, prices will be based on the current national Staples.com pricing exclusive of tier pricing, closeouts, promotions and/or specials, or items that are regionally sensitive.

2) The prices for Non-Core Items that are not available for purchase on Staples.com but which appear on Staplesadvantage.com, will be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Items.

Excerpt from MA Section 1.C.3. Each Participating Agency may negotiate for its own "Hot List" of items, comprising of or independent of the State's "Hot List", that will represent its' most used items. Participating agencies "Hot List" item pricing may be less than, but never more than the prices established in this Master Agreement.

E. Quoted Products: Special Orders, Manufacturer Direct Furniture and Promotional and/or Bulk Purchases. There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities or water/coffee dispensers, customized products etc. which at the option of the State or Participating Agency may be allowable for purchase or lease at the time of order/agreement. Customers will need to contact their Contractor Representative or the

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Customer Service Specialist in order to obtain a quote for these products and the costs for such products and/or services shall be established at the time of purchase.

- 1) Special Orders. The Contractor will be able to quote, as need arises for office supply and office related items which are not available on Staples Business Advantage.com, or other products and services as otherwise mutually agreed. The State will not be required to purchase special order items if the item can be purchased at a lower price or within a better timeframe from elsewhere.
- 2) Manufacturer Direct (Furniture). The Contractor will be able to quote for large scale furniture needs utilizing discounts off the then current manufacturer's list pricing, Manufacturer's published list prices can be made available upon request. These discounts are established in Schedule B, Worksheet B.3.
- 3) Technology Products outside of StaplesAdvantage.com. Prices for technology items provided to the Participating Agencies under the Staples technology ordering system referred to as Sequoia (or its successor) shall be priced at the then-current List Price and may be subject to discount.

4) Promotional Purchases. The Contractor may offer promotional products on contract margin relative to the order size. Contract margin is defined as meaning Contractors cost plus percentage. These prices are auditable, if necessary, from invoices sent to the Contractor. These Contract Margins for promotional products ordered on our Staples Promotional Product ordering system referred to as Linc (or its successor). State of Michigan users are currently restricted from using this option. Discounts are as identified below:

ORDER/ TRANSACTION SIZE	CONTRACT MARGIN
\$0 - \$999.99	28%
\$1,000 - \$4,999.99	26%
\$5,000- \$9,999.99	24%
\$10,000 +	22%

Delivery –

- Standard Delivery. Unless specified otherwise below, delivery is governed by Section 18, Delivery, in Standard Terms and Conditions. Prices are F.O.B. Destination, "within Government Premises with transportation charges prepaid by the Contractor on all orders.
 - o Building/Loading dock. Delivery to a main loading dock, primarily for palletized and large bulk orders.
 - o Desk top. Delivery to specific addresses, floors and locations on those floors.
- Additional freight charges may apply for special delivery, non-standard delivery, rush delivery, or special or custom order products which will be disclosed at the time of the quote and/or the placement of the order by the purchaser.
 - o Common delivery exceptions that require a surcharge include, but are not limited to:
 - a) Furniture unpacking or assembly
 - b) Expedited deliveries
 - c) Bulky or heavy items such as cases of water, soda, ice melt and chemicals
 - d) Manufacturer direct or special orders

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Minimum Order Size - Minimum order size of \$35.00 per order

Payment Terms –

- For Participating Agencies all undisputed invoice amounts are payable within 30 days of receipt or as negotiated

Refer to NPPGov State of Michigan Master Agreement 190000000268 for complete applicable contract terms.

NPPGov & State of MI Websites
www.nppgov.com www.michigan.gov/dtmb/

Staples Website
www.staplesadvantage.com

The Harbor Department will not pay invoices covering the delivery of any merchandise that is excluded from or not explicitly authorized by this contract.

MONTHLY REPORTS:

The supplier shall provide the Port's Purchasing Agent with monthly reports, to include the following:

- 1) Expenditure Report that indicates Manufacturer name, description, product/part number, quantity, unit price and extended price of all items sold to the Harbor Department (contract inception to report date).
- 2) Recycled Material/Product Report that indicates the quantity and description of products sold to the Harbor Department that has recycled material content. This information may be included in the Expenditure Report.
- 3) Small Business Enterprise Report that indicates the quantity and description of products sold to the City that were manufactured by or obtained from Minority, Women, or Other Business Enterprise sub-suppliers. This information may be included in the Expenditure Report.

Reports shall be created in a MS/Excel spreadsheet format as provided by the Director of Contracts and Purchasing of the Harbor Department, and delivered by the 10th of the following month to Port of Los Angeles, Contracts and Purchasing Division, 500 Pier "A" St. Berth 161, Wilmington, CA 90744. The supplier shall reference the Port's contract number on all reports

Staples Website

www.staplesadvantage.com

Since you are eligible to participate in the NPPGov Contract, Staples is offering the NPPGov program in response to this RFP. Accordingly, Staples' proposal is based on the understanding that the terms and conditions of the national NPPGov-Staples Contract would govern in lieu of the terms and conditions included in this RFP. Any terms, conditions, or covenants beyond those set forth in the national NPPGov-Staples Contract are subject to further discussion and good faith negotiations between the parties if Staples is awarded this RFP. For the avoidance of doubt, in no event will Staples be deemed to have accepted the terms and conditions included in this RFP by submitting this response.

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BIDDER'S INSTRUCTIONS

REQUEST FOR QUOTATION BIDDER RESPONSIVENESS. In order to be responsive, bidders shall complete and return all Quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

It shall be the bidder's responsibility to **provide one (1) original and one (1) copy** of the completed Quotation documents. The original and all copies shall include all quotation documents requested by the Port, including addenda, specifications, drawings and all forms.

The Purchasing Agent may deem a bidder non-responsive if the bidder fails to provide all Quotation documents requested by the Port at the Quotation closing date and time.

ADDENDUMS. From time to time, the Harbor Department may deem it necessary to issue an addendum(s) to modify or cancel a Bid Request. Such addendum(s) will be available on the Port of Los Angeles internet website – www.portoflosangeles.org and the Los Angeles Business Assistance Virtual Network website – www.labavn.org. It is the responsibility of the bidder to be aware of and respond to any such addendum(s) before the deadline of the applicable bid request. Failure to do so may deem the bid non-responsive.

BID SUBMITTAL TIMELINESS

Bidders solely are responsible for the timeliness of their submittals. As such, bidders are cautioned to budget adequate time to ensure that their bids are delivered at the location designated at or before the deadline set forth above. Bidders are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the bid, whether the bid is submitted in person or by mail.

AWARD. The Harbor Department reserves the right to reject any or all Bids, award Bid as a whole, split award or delete line items, as it may deem necessary, unless otherwise stated herein.

SUPPLIER CONTACT INFORMATION:

Contact Person: Zachary Allard

Title: Inside Sales Manager

Telephone No.: (888) 224-3784

Fax No.: N/A

E-Mail Address: Zachary.Allard@Staples.com

24 Hour Contact No.: N/A

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CONTRACTUAL TERMS SECTION

SURVIVABILITY. Contracts awarded using the authority provided by NPPGov Contract will survive the STAPLES Contract itself. As a Customer purchasing, renting or leasing the equipment, the Harbor Department will continue to receive ongoing service from the Successful Vendor at the agreed upon STAPLES Contract rate through the term of the Harbor Department Contract. The Harbor Department Contract terms and conditions will survive the authorizing NPPGov Contract through that final term and any subsequent renewals and extensions.

Upon the Contract termination, Customers and Successful Vendors may agree to further extend a placement. Such further extensions shall not be for more than twelve month terms, and the Customer will reserve the right to terminate these placements with 30 days written notice and without termination penalties.

PRICE AGREEMENT CONDITIONS. Prices charged the Harbor Department are based on a percentage discount from the manufacturer's published price list. Percentage discount is to remain firm for the duration of the contract, but said Manufacturer's Price Lists are subject to fluctuation in accordance with changes as issued by the Manufacturer. Price Lists which are submitted with BID must be current in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening.

If the prices on the Price List are raised, the Harbor Department reserves the right to accept such raises or to cancel such items from the contract. The Harbor Department is to be given benefit of any decline in prices immediately upon the manufacturer's effective date of such decline. Changes in Price List shall be effective on the date designated on the Price List or upon receipt by the Harbor Department Purchasing Office, whichever is later. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in PRICE LISTS. Three (3) additional copies of the Price List(s) will be required to be submitted by the successful bidder prior to award of a contract. In addition, four (4) copies of any new or revised Price List(s) must be sent immediately to the Harbor Department Purchasing Officer, 500 Pier A Street, Wilmington, CA 90744. Price List shall show vendor's name along with the City Contract or Purchase Order Number.

- WHEN QUOTING INTERNET / ON-LINE CATALOGS AND PRICE LISTS:
The bidder shall provide, in its quotation, access to a secured (https) website for the City of Los Angeles Purchasing Agent to identify and confirm product prices online. The online price list must have a cross reference or search function to identify items and prices by Product/Part Number and/or Product Description.

The successful bidder shall provide website access to all City customers placing orders. The website must allow for printing any page on the customer's computer screen so as to create a "hard copy" record of the items and prices. City staff is required to print the price page for each item ordered and attach it to their Purchase Order for City auditing purposes.

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- WHEN NO CATALOG OR PRICE LIST EXISTS:

When manufacturer's price lists do not exist or are not otherwise available for Cost Plus Mark-Up contracts, the following shall apply:

Prices charged the City are based on a Cost Plus Percentage Mark Up to the supplier's net/cost price, as indicated on invoices from the manufacturer, distributor, sub-supplier, or other supply chain source. Percentage mark-up is to remain firm for the duration of the contract, including renewal option periods.

A copy of each manufacturer's, distributor's, sub-supplier's, or other supply chain source's invoice pertaining to the specific City Sub-Purchase Order shall be submitted with the contractor's invoice. Failure to submit invoice copies may be considered a Breach of Contract, and will result in payment delays, or non-payment of the contractor's invoice.

- For price verification purposes, the vendor may be asked to provide any of the following to the Port: page # where price is located, print out of web page pricing, excel row # for submitted excel price lists and/or copy of manufacturer's, distributor's, sub-supplier's, or other supply chain source's quotation.

AUTHORIZED DISTRIBUTOR/DEALER:

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes:  No:

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

ESTIMATED EXPENDITURE: Total expenditures under this contract are estimated to be **\$ 250,000.00** annually. No guarantee can be given that this total will be reached or that it will not be exceeded. Vendor agrees to furnish more or less at the unit prices quoted in accordance with actual requirements throughout the contract period, however, this amount may not be exceeded without prior written approval from the Board of Harbor Commissioners in the event the amount exceeds \$150,000.

PRICE GUARANTEE. Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Harbor Department.

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RENEWAL OPTION. (RE: Discount/Mark-up Lines) State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two years, from the date of expiration, under the same terms and conditions, and at the same percentage discount off the applicable manufacturer's price list as stated herein. Option(s) granted will not be considered as a factor in awarding contracts.

(YES or NO) Option granted for one additional year.

(YES or NO) Option granted for second additional year.

If any renewal option granted herein is exercised the Harbor Department will so notify the Contractor, in writing, prior to the expiration date.

RENEWAL OPTION. (RE: Fixed Price Lines) State if you will grant the Harbor Department the option to extend any contract awarded hereunder for a period of one or two additional years from the date of expiration, under the same terms and conditions, subject only to price changes which can be justified by in-creses in vendors costs but not to exceed the percentage stated below. Option(s) granted will not be considered in awarding contracts.

(YES or NO) Option granted for one additional year at a price increase not to exceed _____%. Will follow the terms of the NPPGov contract.

(YES or NO) Option granted for second additional year at a price increase not to exceed _____% over first option year prices. Will follow the terms of the NPPGov contract.

It is agreed that if any renewal option granted herein is exercised, the City will notify the contractor prior to the expiration date. Escalating factors in options will not be automatically granted. Any request for an increase in price must be substantiated by corresponding increases in vendor's costs, and submitted, in writing, to the Director of Contracts & Purchasing. No increase will be granted without prior approval of the Director of Contracts & Purchasing.

SHIPPING CHARGES. Please prepay and add shipping or delivery charges to your invoices. Ship cheapest way, unless otherwise specified herein, for goods to arrive within the time specified above. Please include copy of your freight bill with your invoice. AIR SHIPMENT MUST BE SPECIFICALLY AUTHORIZED BY STATEMENT ON THIS ORDER.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

VEHICLE CODE. All vehicles shall conform to the California Vehicle Code and all other governing requirements.

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MATERIAL, EQUIPMENT, SERVICE

DEVIATION FROM SPECIFICATIONS. Specifications contained herein are to describe the construction, design, size, and quality of the desired product and are not intended to be restrictive to any particular product. If bidder proposes to furnish another product equal in quality and purpose, such bids will be considered as long as they materially comply with the specifications. Each deviation from the specifications must be stated in a letter, attached to bidder's submittal. Failure to do so may void bid.

ILLUSTRATIVE AND TECHNICAL DATA. When quoting other than the specified brand or when no brand is indicated, Bidder must submit with bid, complete illustrative and technical data on materials or equipment proposed to be furnished. Failure to furnish such data may void bid.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

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Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA® is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA® include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

If the Vendor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

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RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA®. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than ONE MILLION Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from

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actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

 W (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

DELIVERY CLAUSES

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Jobsite Location.

DELIVERY. Delivery is desired within five (5) days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

NOTIFICATION. The vendor shall notify Ana Peredia, C & P Division of the Port of Los Angeles at (310) 732- 3167 not less than three (3) days in advance that the equipment is ready for delivery.

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FINANCIAL CLAUSES

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: 097162235

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.

TAX CODE 4. (Out of State Vendors)

Plus applicable sales and/or use tax to be paid directly to the State of California unless vendor has a California Tax Permit Number which must appear on the invoice.

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Staples Contract & Commercial LLC

ADDRESS: Post Office Box 660409

Dallas, TX 75266-0409

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

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ETHICS CLAUSE

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c)(12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55 (provided in Attachment) to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP)

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the vendor is a for-profit company or corporation, the vendor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: vendor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the vendor shall further request that any subcontractor input or update its business profile, including the vendor/subcontractor information, on RAMP or via another method prescribed by City.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

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TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

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GENERAL CONDITIONS READ CAREFULLY

1. **FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic, facsimile, or electronic bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. in the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.

conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.
2. **TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
3. **SPECIFICATION CHANGES.** Contractor may request in writing that specifications be modified if its provisions restrict Contractor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All Contractors will be notified by Addendum of any approved changes in the specifications.
4. **BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Contractor must describe variations in their Bid.
5. **AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the Contractor. The City may make combined award of all items complete to one Contractor or may award separate items to various Contractors. Contractors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
6. **PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
7. **PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
8. **DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
9. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
10. **INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
11. **INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in
12. **TIME AND MATERIALS WITH NO FIXED FEES:** ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.
13. **CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
14. **PAYMENTS.** Payment terms are NET 30 days unless Contractor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of Contractor's invoice. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
15. **ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
16. **NONDISCRIMINATION.** During the performance of this contract, the Contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
17. **SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
18. **PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, Contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of

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California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.

19. **CONTRACTOR'S LIABILITY.** The Contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said Contractor, Contractor's employees and agents, in connection with the work to be performed under the contract.
20. **PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.
21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.
23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Contractor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) F-1157	Awarding Authority (Department awarding the contract) Harbor Department Purchasing Office
Bidder Name Staples Contract & Commercial LLC	
Address 500 Staples Drive, Framingham MA 01702	
Email Address Zachary.Allard@Staples.com	Phone Number (888) 224-3784

Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Tammy Kiger

Name

Area Vice President

Title

T. Kiger

Signature

2/14/23

Date

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): Bid No. F-1157, Contract No. 39999 Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Office Supplies and Equipment (Rebid)

Awarding Authority (Department awarding the contract): City of Los Angeles Harbor Department

Bidder Name: Staples Contract & Commercial LLC

Bidder Address: 500 Staples Drive, Framingham MA 01702

Bidder Email Address: Zachary.Allard@Staples.com Bidder Phone Number: (714) 868-4274

Schedule Summary

Please complete all three of the following:

<p>1. SCHEDULE A – Bidder's Principals <i>(check one)</i></p> <p>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p>	<p>Yes</p> <input checked="" type="checkbox"/>	<p>No</p> <input type="checkbox"/>
<p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input checked="" type="checkbox"/>
<p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>4</u></p>		


Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Tammy Kiger _____
Name

Area Vice President _____
Title

 _____
Signature

2/14/23 _____
Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>John Lederer</u>	Title: <u>Executive Chairman and Chief Executive Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Jeffrey Hall</u>	Title: <u>Chief Financial Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Amit Kalra</u>	Title: <u>Chief Supply Chain Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Amy Vanden-Eykel</u>	Title: <u>Chief Marketing Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Cristina Gonzalez</u>	Title: <u>Chief Legal Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>David Spooner</u>	Title: <u>Chief Technology Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Jeff Moore</u>	Title: <u>Chief Information Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Janice Deskus</u>	Title: <u>Chief Human Resources Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	
Name: <u>Matthew Clark</u>	Title: <u>Chief Digital Sales Officer</u>
Address: <u>500 Staples Drive, Framingham MA 01702</u>	

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Michele Parzianello	Title: Chief Sales Officer
Address: 500 Staples Drive, Framingham MA 01702	

Name: Peter Scala	Title: Chief Merchandising Officer
Address: 500 Staples Drive, Framingham MA 01702	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name N/A
Subcontractor's Address N/A

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule B pages are attached.

STAPLES CONTRACT & COMMERCIAL LLC

SECRETARY'S CERTIFICATE – TAMMY KIGER

I, Cristina Gonzalez, hereby certify that I am the duly elected Secretary of Staples Contract & Commercial LLC, a Delaware limited liability company (the "Company"), and I do hereby certify that Tammy Kiger, as AVP Inside Sales, is duly authorized to execute and deliver bids and contracts in the name of and on behalf of the Company.

IN WITNESS WHEREOF, I have signed this certificate on behalf of the Company on this 13th day of April 2022.



Cristina Gonzalez
Secretary