

SOURCEWELL PROGRAM AGREEMENT

This Sourcewell, formerly NJPA, Program Agreement ("Program Agreement") by and between Lee County Government ("Buyer") and Staples Contract & Commercial LLC, operating as Staples ("Staples") is made effective as of January 4, 2020 (the Program Agreement Effective Date") and is attached to and governed by the Sourcewell Agreement(s) specifically marked and identified in Section 3.2 below ("Sourcewell Agreement(s)") between Staples and Sourcewell. Buyer and Staples are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the Sourcewell Agreement unless otherwise defined herein.

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

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

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

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

3.0 Definitions.

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

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

Supplies Program. Office, school, and other workplace-related supplies and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of OFFICE, SCHOOL, AND OTHER WORKPLACE-RELATED SUPPLIES AND SERVICES pursuant to RFP award #010615-SCC as amended from time to time or any future equivalent IFB/RFP for office supplies awarded to Staples.

Furniture Program. Furniture with related accessories and services offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of FURNITURE WITH RELATED ACCESSORIES AND SERVICES pursuant to RFP award #031715-SCC as amended from time to time or any future equivalent IFB/RFP for furniture awarded to Staples.

Janitorial Program. Janitorial supplies and related custodial products offered for sale by Staples to Sourcewell members that are included in the Sourcewell national contract solution for the procurement of JANITORIAL SUPPLIES AND RELATED CUSTODIAL PRODUCTS pursuant to RFP award #110415-SCC as amended from time to time or any future equivalent IFB/RFP for janitorial supplies awarded to Staples.

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

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

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

4.2 it is an Sourcewell member and will maintain its Sourcewell membership during the Program Agreement Term;

4.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and

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

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

6.0 **Rebates.**

6.1 Rebates apply to spend from any and all of the active Staples/ Sourcewell awarded contracts

Rebates ranging up to 5% annually based on annual spend

- \$ 0 - \$ 75,000 0%
- \$ 75,000.01 - \$150,000 1%
- \$150,000.01 - \$300,000 2%
- \$300,000.01 - \$500,000 3%
- \$500,000.01 - \$750,000 4%
- \$750,000.01 or more 5%

6.2 All rebates are payable from dollar one and will be paid annually based on customer's anniversary date

- Spend from other Staples systems (Sequoia, BAAN, Linc), outside of Staples Advantage.com/ "Sunrise" will not apply to customer volume rebates
- Note: Retail store purchases are not included in rebates

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

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


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

[Signature page follows.]

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

[INSERT BUYER NAME]

By its authorized agent


(Signature)

Name: Brian Hamman

Title: Acting Chair for Lee County BOCC

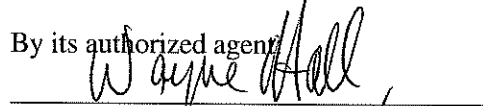
Date: 1/3/2020

Address for Notices:

Lee County Government
2115 Second St. (1st Floor)
Fort Myers, FL 33901
ATTN: Brooke Green
Telephone: 239-533-8844
Facsimile: _____
Email: bgreen@leegov.com

STAPLES CONTRACT & COMMERCIAL LLC

By its authorized agent


(Signature)

Name: Wayne Hall

Title: RVP, Sales

Date: 1/6/20

Address for Notices:

Staples Contract & Commercial LLC
500 Staples Drive
Framingham, MA 01702
ATTN: _____
Telephone: _____
Facsimile: _____
Email: _____

with a copy to: General Counsel (Ref: _____)

Approved as to Form for the
Reliance of Lee County Only

By: 
Office of the County Attorney