



PMB 01231
BUREAU OF ADMINISTRATION
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL
PIERRE, SD 57501-3182
(605) 773-3405
FAX (605) 773-4840

NOTICE OF PARTICIPATION

JANITORIAL SUPPLIES

Sourcewell Contract #101320-SCC
South Dakota State Contract #17481

Contract Start Date: 02/01/2021
Contract End Date: 11/16/2024

1. The Bureau of Administration, Office of Procurement Management has agreed to participate in a multi-user contract for janitorial supplies and facility solutions with Staples Contract & Commercial LLC, operating as Staples Facility Solutions, ("Contractor") under Sourcewell Contract #101320-SCC; State of South Dakota Contract #17481.
2. Sourcewell is a service cooperative organized under Minnesota Statute 123A.21 and is as such authorized to provide cooperative purchasing services to its members. This contract is administered by the Sourcewell and is open to Sourcewell members. The Office of Procurement Management (OPM) is a member of Sourcewell and has accepted the awarded contract as a result of Sourcewell solicitation # 101320.
3. Sourcewell Contract Period: The effective start date of the contract is February 1st, 2021 to November 16th, 2024. This Contract may be extended up to one additional one-year option period.
4. All contract terms and conditions of this contract and supporting documentation (Affidavit of Advertisement, Proposal Evaluation, Board Minutes and etc.) are posted on the Sourcewell website at: <https://www.sourcewell-mn.gov>.
5. South Dakota's Specific Terms (changes or additions only apply to this agreement):
 - 5.1 The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any action, claim, dispute or litigation pertaining to or affecting this contract shall be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
 - 5.2 The Contractor agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.
 - 5.3 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all third-party actions, suits, damages, liability or other proceedings to the extent such actions, suits, damages, liability or other proceeding arise as the result of Contractor performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
 - 5.4 Restriction of Boycott of Israel. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (100,000.00) or more, by signing this Agreement Contractor certifies and agrees that it has not refused to transact business

activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Contractor further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

5.5 This agreement may be terminated by either party hereto upon one-hundred-twenty (120) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is affected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

6. Participation: Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public-school corporations within the State of South Dakota.

Institutions under the control of the Board of Regents may make direct purchases from this agreement using their own procurement guidelines.

All political subdivisions of the State, including counties, municipalities and public-school corporations may purchase from this price agreement according to their own procurement guidelines

Sourcewell and Staples may, at their discretion, extend this agreement to Indian tribal governments and non-profit organizations in South Dakota.

7. Primary Contacts: The primary contact individuals for this agreement are as follows (or their named successors).

Staples Facilities Solutions:

Name:	Thomas Barr
Address:	11602 W. Center Road, Suite 375, Omaha, NE 68144
Telephone:	(402) 490-2410
Fax:	
Email:	Thomas.barr@staples.com

State of South Dakota:

Name:	Andy Mobley
Address:	PMB 01231 523 East Capitol Pierre, SD 57501-3182
Telephone:	605.773.4278
Fax:	605.773.4840
Email:	Andy.Mobley@state.sd.us

8. Pricing: Pricing on the Sourcewell contract reflects “ceiling” prices for the items shown. State agencies making a high quantity purchase of the items should contact Staples to see if quantity discounts are available.
9. Reporting: A report of the total gross dollar volume of all equipment/products and related services purchased by Sourcewell Members as it applies to this RFP and Contract will be provided quarterly to Sourcewell. The form and content of this reporting will be provided by Sourcewell to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.
10. Minimum Order Size: \$35.00 Minimum order size
11. Delivery: Staples offers Free next-business-day shipping under the Sourcewell contract.
12. Payment Terms: Net 30 days
13. State Purchasing Card: Unless otherwise indicated, payment for items on the contract(s) may be made with the South Dakota Purchasing Card (State P-Card). State agencies may use the State P-Card when making purchases of \$4,000.00 or less per transaction.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by both parties below.

State of South Dakota:	Staples Contract & Commercial LLC
Signature: <i>Steven Berg</i>	Signature: <i>Laura A. McAllester</i>
Name: Steven L. Berg	Name: Laura A. McAllester
Title: Director of Procurement	Title: Regional Vice President
Date 01/26/2021	Date: Feb 11, 2021

[Additional signatures may be added if required]