



**SPECIAL TELECONFERENCE MEETING OF THE SACRAMENTO PUBLIC LIBRARY
SACRAMENTO PUBLIC LIBRARY AUTHORITY BOARD**

**THURSDAY, JULY 23, 2020
3:00 PM TO 5:00 P.M.**

**IN LIGHT OF COVID-19 RESTRICTIONS ON PUBLIC GATHERINGS THE BOARD MEMBERS OF THE SACRAMENTO PUBLIC LIBRARY
ARE INVITED TO PARTICIPATE VIA ZOOM.**

**TO JOIN VIA ZOOM: GO TO: [HTTPS://ZOOM.US/J/92261521523](https://zoom.us/j/92261521523)
OR JOIN BY PHONE: (669) 900-9128 MEETING ID: 922 6152 1523#**

The Board welcomes and encourages participation at Board meetings. Comments are limited to three minutes so that everyone may be heard. Public testimony will be permitted on each agenda item as it is called. Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed during the general public comment period. When several persons address the Board on a single matter, the Board limits testimony to 15 minutes or as the Chair may determine. Members of the audience participating via ZOOM and wishing to address the Board should click on the button to “raise their hand” during the item on which they would like to comment. Your microphone will be enabled during your opportunity to speak. Please speak into the microphone when addressing the Board, and state your name for the record.

This agenda provides a brief description of each item to be discussed. The Board may take action different from that recommended by staff. Categorization of an item as other than an “action item” does not preclude the Board from taking action with respect to that item.

This meeting of the Sacramento Public Library Authority Board will be recorded via ZOOM and will be available no later than two weeks following today’s meeting. The full agenda, including reports, is available on the Library website at www.saclibrary.org.

Meetings are accessible to persons with disabilities. Requests for interpreting services, assistive listening devices or other special assistance should be made to the Clerk of the Board by calling 916.264.2790 (TDD 916.264.2855) at least 12 hours prior to the meeting.

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Board of Supervisors
County of Sacramento

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Authority Counsel

Rivkah K. Sass
Library Director
Secretary of the Board

Johnny Ea
Finance Manager
Treasurer

Roxana Puerner
Clerk of the Board



SACRAMENTO PUBLIC LIBRARY AUTHORITY BOARD
THURSDAY, JULY 23, 2020, 3:00 PM TO 5:00 P.M.

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OR JOIN BY PHONE: (669) 900-9128 MEETING ID: 922 6152 1523#

1. **Call to Order**
2. **Public Comment on Matters Not on the Agenda**
3. **Presentations**
 - 3.1 Friends of the Sacramento Public Library
Receive and File
4. **Director's Report**
 - 4.1 Director's Report
Receive and File
[4.1 Director's Report - May 2020 Statistics - ATT A.pdf](#)
[4.1 Director's Report - June 2020 Statistics - ATT B.pdf](#)
[4.1 Virtual Youth Programs and Summer Reading Update - ATT C.pdf](#)
5. **Information**
 - 5.1 Monthly Financial Report - April 2020
Receive and File
[5.1 Monthly Financial Report - April 2020 - ATT A.pdf](#)
 - 5.2 Monthly Treasurer's Report - April 2020
Receive and File
[5.2 Monthly Treasurer's Report - April 2020 - ATT A.pdf](#)
[5.2 Monthly Treasurer's Report - April 2020 - ATT B.pdf](#)
 - 5.3 Monthly Financial Report - May 2020
Receive and File
[5.3 Monthly Financial Report - May 2020 - ATT A.pdf](#)
 - 5.4 Monthly Treasurer's Report - May 2020
Receive and File

[5.4 Monthly Treasurer's Report - May 2020 - ATT A.pdf](#)

[5.4 Monthly Treasurer's Report - May 2020 - ATT B.pdf](#)

- 5.5 I Street Press Annual Report
Receive and File

[5.5 I Street Press Annual Report.pdf](#)

6. Consent

- 6.1 Action Summary
Approve and File

- 6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage
Adopt Resolution 20-22, amending a contract for the purchase of custodial and office supplies from Staples Business Advantage, through the Sourcewell Cooperative Purchasing Agreement (Contract No. 012320-SCC) ("Agreement") through July 31, 2021, or the expiration of the Agreement, in an amount not to exceed \$300,000 for office supplies and \$200,000 for custodial supplies, for a total contract amount not to exceed \$500,000.

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - RES 20-22.pdf](#)

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - EXH A First Amendment.pdf](#)

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - ATT 1 Staples Contract with Sourcewell - Executed.pdf](#)

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - ATT 2 Draft Sourcewell Program Agreement.pdf](#)

- 6.3 Contract Renewal: Hoopla Online Digital Services, Midwest Tape
Adopt Resolution 20-23, renewing the contract with Midwest Tape's Hoopla for online digital eBook, eAudiobook, music and video services, for a period of one year in an amount not to exceed \$450,000 per year.

[6.3 Contract Renewal - Hoopla Online Digital Services, Midwest Tape - RES 20-23.pdf](#)

[6.3 Contract Renewal - Hoopla Online Digital Services, Midwest Tape - EXH A SIGNED CONTRACT.pdf](#)

- 6.4 Contract Approval - Furnish Two Electric Bookmobiles
Adopt Resolution 20-24, approving the award of a contract to furnish two (2) full electric bookmobiles to Phoenix Motorcars for a total contract amount not-to-exceed \$377,338.

[6.4 Contract Approval - Furnish Two Electric Bookmobiles - RES 20-24.pdf](#)

- 6.5 Grants, Gift and Donations and FY 19-20 Budget Amendment
Adopt resolution 20-25, Ratifying the Acceptance of the Grants, Gifts and Donations for the period March 1, 2020 through June 30, 2020 and Approving Amendments to the FY 2019-20 Sacramento Public Library Authority Budget.

[6.5 Grants Gifts and Donations Report and FY 2019-20 Budget Amendment - Staff](#)

[Report.pdf](#)

[6.5 Grants Gifts and Donations Report and FY 2019-20 Budget Amendment - RES 20-25.pdf](#)

[6.5 Grants Gifts and Donations Report and FY 2019-20 Budget Amendment - EXH A.pdf](#)

6.6 Conflict of Interest Code

Adopt resolution 20-26, approving the Conflict of Interest Code for the Sacramento Public Library.

[6.6 2020 Conflict of Interest Code - RES 20-26.pdf](#)

[6.6 2020 Conflict of Interest Code - EXH A.pdf](#)

6.7 Employer-Employee Relations Policy

Adopt resolution 20-27, approving the Sacramento Public Library Authority Employer-Employee Relations Policy, effective July 23, 2020.

[6.7 Employer Employee Relations Policy 2020 - RES 20-27.pdf](#)

[6.7 Employer Employee Relations Policy 2020 - EXH A.pdf](#)

7. Action

7.1 FY 20-21 Unrepresented Personnel Resolution

Adopt Resolution 20-28, approving the Unrepresented Personnel Resolution, effective July 1, 2020.

[7.1 FY 20-21 Unrepresented Personnel Resolution - RES 20-28.pdf](#)

[7.1 FY 20-21 Unrepresented Personnel Resolution - EXH A.pdf](#)

8. Reports, Ideas and Questions from Board Members

9. Adjourn



July 23, 2020

Agenda Item 3.1: Friends of the Sacramento Public Library

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: Friends of the Sacramento Public Library

SUGGESTED ACTION(S):

Receive and File

BACKGROUND:

No written report

ATTACHMENT(S):

July 23, 2020

Agenda Item 4.1: Director's Report

TO: Sacramento Public Library Authority Board

FROM: Rivah K. Sass, Director
Jarrid P. Keller, Deputy Director
Kathy Middleton, Deputy Director

RE: Director's Report

SUGGESTED ACTION(S):

Receive and File

BACKGROUND:

VIRTUAL PROGRAMMING

This program started out strong and was an easy and accessible virtual program that kept SPL at the forefront of people's minds when the shelter-in-place first went into effect. The conversations ranged from books to read, shows to watch, hobbies that people have picked up, and how to support local businesses during the pandemic. Multiple people expressed appreciation for offering this weekly program; they liked being able to talk to and connect with people outside of their home and to learn about some of the backend work that library staff do.

In May a first-time visitor joined. She was an older patron who was using LHH as a training spot to learn her way around Zoom. Her grandson was graduating out of state and she wanted to be able to watch! She ended up becoming a regular.

The last program featured a library school student who was completing an assignment for class (attend 1 live streaming program or 2 pre-recorded programs). Lastly, people also enjoyed the variety of virtual backgrounds.

STAFF PROVIDING COMMUNITY SUPPORT

Library staff continue to provide support to the 2020 Census, some making use of their bilingual skills including Chinese, Russian and Spanish. Two staff in particular have been named "Phone-banking Rock Stars." Library Assistants Alix and Kevin have made more than 2,500 calls since beginning this work in May.

Additional information related to virtual programming for youth and the Library's Summer Reading Program can be found in Attachment C.

DEPUTY DIRECTOR KATHY MIDDLETON RETIRING

It is with true sadness that the Library is saying goodbye to Deputy Director Kathy Middleton. Kathy and her husband are retiring on the same day and enjoy more time outdoors, with family and enjoying life. Kathy's contributions to Sacramento Public Library are too numerous to mention but among her largest contributions are Yes! Customer Service training as well her amazing work on Accessibility, expanding services to families with special needs.

REOPENING LIBRARIES, CLOSING THEM AGAIN

On June 25th Carmichael and Colonial Heights Libraries opened to provide computer access to the community. Each library planned to offer an average of 50 computer sessions per day with appropriate social distancing and

disinfecting between sessions. While the program started out well the new COVID-19 restrictions put the service on hold for a few more weeks.

Curbside service is now available in 25 locations and, as the June statistics show, the program is very successful. It is heartening to be on the receiving end of positive comments from the public.

Computer appointments allow another layer of essential services that help bridge the gap of the digital divide and build upon the success of our Curbside Pickup appointments.

ORANGEVALE LIBRARY EXPANSION UPDATE

The long-awaited expansion of the Orangevale library has begun! In July, staff moved out all bookshelves, computers, equipment, and library materials so Ethan Conrad can begin the expansion. The expansion will add new features to better meet the needs of the community, make the library fully ADA accessible and nearly double its footprint from 4,320 square feet to 7,910 square feet. Recent changes to the final construction plans added repositioned public restrooms for better access and security. The expansion is expected to be completed by early 2021.

CALIFORNIA ADVANCES SERVICES FUND GRANT AWARDED TO THE LIBRARY

In August 2019, staff applied for a California Public Utilities Commission (CPUC) California Advance Services Fund (CASF) grant to create a digital learning space inside of Leataata Floyd Elementary School. The purpose of CASF is to provide funding opportunities to bridge the “digital divide” in unserved and underserved areas in the state.

In June 2020, the CPUC awarded a CASF grant for \$100,000 to the Library in support of the digital learning space. The space will provide digital literacy skills for:

- Digital Making
- Robotics
- Tear down / Repair / Tinkering of electronics
- Physical Making

Student instruction begins in January 2021, and the project will complete by December 2022. The library has developed partnerships with the school, ed-tech providers and Community Based Organizations focused on digital equity to bring 21st century skills and opportunities to the students and families located in the Alder Grove/Marina Vista community. COVID-19 may impact project timeline and staff are working closely with the CPUC to determine impact.

THE CHALLENGES OF ATTAINING DIGITAL EQUITY

The pandemic has demonstrated the many inequities that exist in Sacramento. Among the many inequities, the digital divide and digital equity are front and center. The Library was working with the City of Sacramento to expand its wi-fi footprint to bring much needed connectivity to City residents. The Library participates in the FCC's E-Rate program which makes telecommunications and information services more affordable for schools and libraries. E-Rate provides discounts for telecommunications, Internet access, and internal connections to eligible schools and libraries. Discounts range from 20 to 90 percent, and is based on the poverty level of the schools. The Library receives an 80% discount. This discount makes it possible to afford gigabit bandwidth at every location and afford the equipment needed to support these services. Staff had planned to leverage this library infrastructure and expand the reach of its wi-fi signal.

Neither staff nor the Library's E-Rate consultant were aware that the Federal Communications Commission (FCC) restated a rule on March 23, 2020 that makes broadcasting the Library's wi-fi signal beyond the property lines in violation of E-rate rules. If the Library were to proceed, it would mean forfeiting E-Rate discounts, which are substantial, and the Library is unable to do. This is very disappointing and the Library is in a holding pattern in terms of broadband expansion until the FCC changes rules. However, staff believe that expanded access to equipment to help families with distance learning and telework is critical as is access to short-term, and sadly more expensive

solutions such as mobile hotspots. Helping students and their parents manage these challenges remains a priority as does the library's role in helping the community learn to effectively use technology that now must substitute for in-person experiences.

ATTACHMENT(S):

[4.1 Director's Report - May 2020 Statistics - ATT A.pdf](#)

[4.1 Director's Report - June 2020 Statistics - ATT B.pdf](#)

[4.1 Virtual Youth Programs and Summer Reading Update - ATT C.pdf](#)

SPL at a Glance: May 2020 YTD

5230
CURBSIDE ITEM
CHECKOUTS
 (May 14-31)

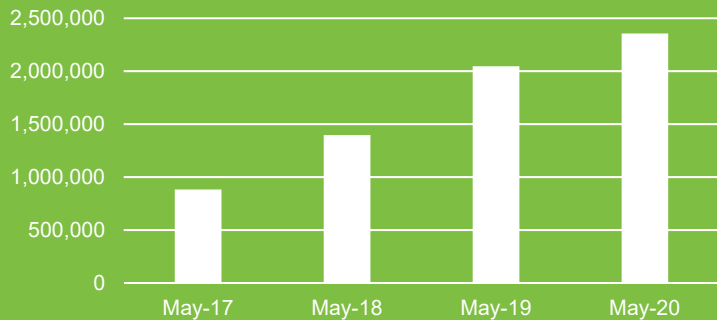
Curbside Service Feedback:

"Your pickup service is a terrific stop-gap measure to make the library accessible while we all try and stay safe during this dreadful pandemic. Thanks for instituting it!"

"...without the library and you wonderful people, many of us would be having a much harder time. Thank all of you."

"I appreciate the innovative ways the Sacramento Public Library is keeping the community reading during this unprecedented time. Your hard work is noticed!"

DIGITAL CHECKOUTS YTD

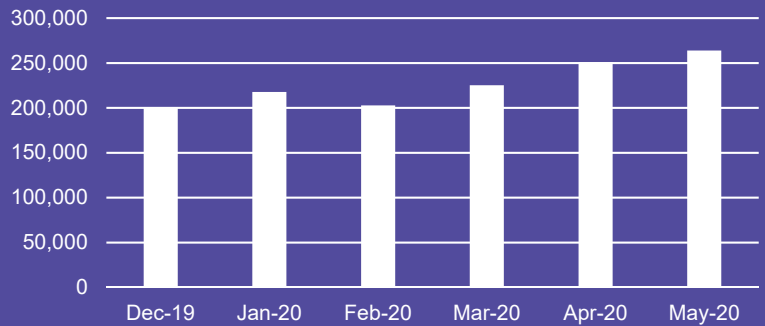


2,356,229
DIGITAL
CHECKOUTS
YTD

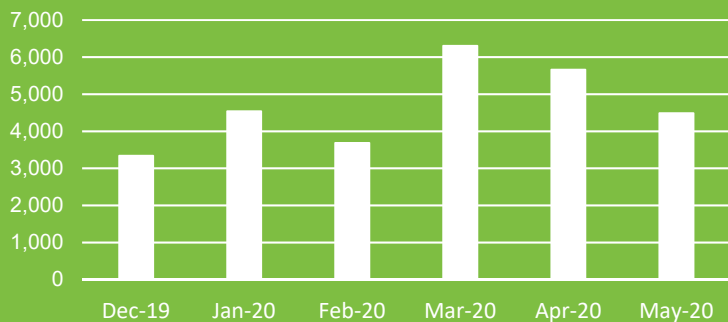


263,924
DIGITAL
CHECKOUTS
MAY 2020

TOTAL DIGITAL CHECKOUTS BY MONTH



TOTAL NEW EBOOK USERS BY MONTH



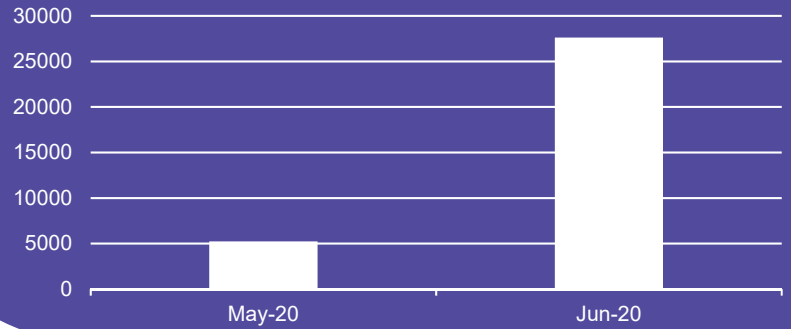
42%

INCREASE IN EBOOK
USERS MAR-MAY
OVER DEC-FEB

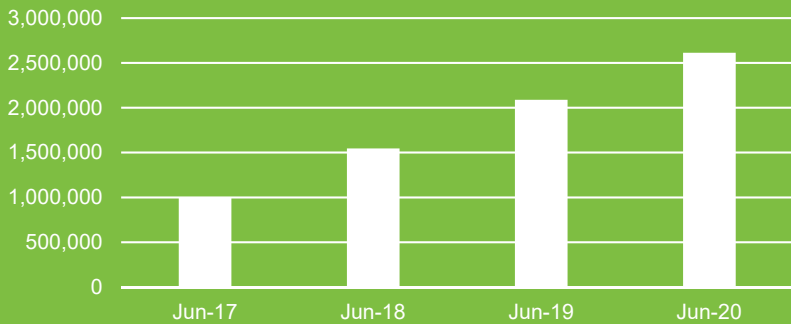
SPL at a Glance: June 2020 YTD

27,610
CURBSIDE ITEM
CHECKOUTS

Curbside Circulation May and June 2020



DIGITAL CHECKOUTS

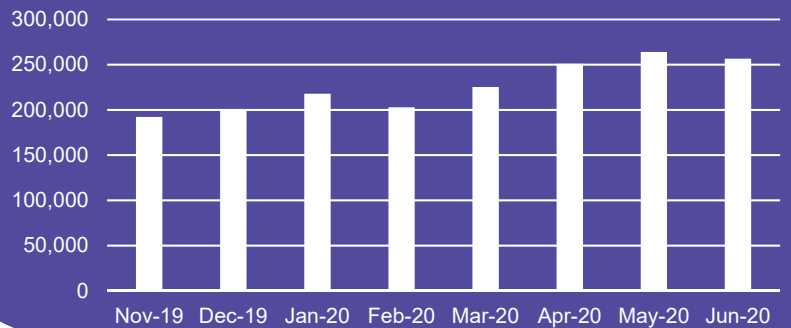


2,612,738
DIGITAL
CHECKOUTS
YTD

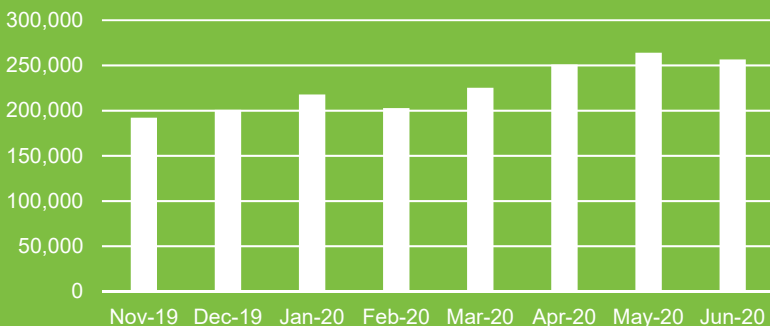


256,509
DIGITAL
CHECKOUTS
JUNE 2020

TOTAL DIGITAL CHECKOUTS BY MONTH



TOTAL DIGITAL CHECKOUTS BY MONTH



34%

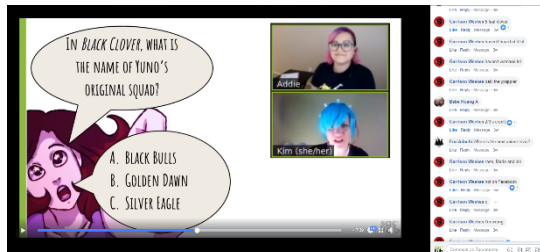
**INCREASE IN EBOOK
USERS MAR-JUN
OVER NOV-FEB**

April – June 2020 Virtual Youth Programming and Summer Reading

As COVID-19 shut down the community, Sacramento Public Library's youth services staff quickly learned new skills in lighting, sound, and video production to provide virtual support to the community. Through both virtual programming and virtual community visits, youth services librarians found creative ways to extend library services to support youth and their families and support continued learning and reading.

Virtual Programming

A robust schedule of virtual programming was developed within days of library closures and continues to grow. To provide early learning support to families with young children, storytimes are available on demand on the Library's website and YouTube channel and families can request songs and engage live with librarians during Facebook live storytimes at 10:30 AM every Tuesday through Thursday, including a Spanish bilingual storytime. A new Hip Hop storytime is offered every other Friday at 10:30 AM featuring Cypher Hip Hop Workshops, with stories, rapping and dance for preschool age youth. Virtual sensory storytimes and baby storytimes are also under development. In collaboration with Sacramento County Office of Education's Early Learning department, staff also offered five virtual early learning workshops in June to families and child care providers in English and Spanish with translation support available in Dari, Russian, and Chinese.

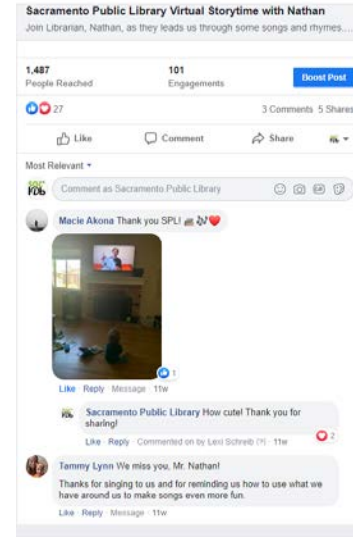


Supporting teen mental health was also a primary concern and youth services staff quickly developed a range of programs to help teens and tweens engage and connect. Librarians adapted teen volunteer opportunities, convened branch teen advisory boards virtually, and continued popular branch teen programs in Zoom rooms to give teens the opportunity to connect. This teen support expanded ten-fold by June with teen Zoom meet ups reaching a total of 349 teens. Community-wide teen virtual programming is offered every Friday afternoon and provides teens with much needed opportunities to connect through trivia events, teen and tween book clubs, and a virtual version of the successful Teen Space programs. The System-wide Teen Advisory Board meets monthly, providing continuity and leadership opportunities for teens.

Youth services staff also continued to work on expanding library services for youth, launching the Summer Reading program a month early to engage young readers, creating new early learning kits for checkout starting next month, and developing a new Reading Ambassadors program to train school age youth to read with their younger siblings.

Virtual Programming Impact

Virtual programs offer an incredible opportunity to extend programming outside of the walls of the library. For example, a virtual Facebook storytime will have an average live audience of 25-35 families watching. However, within a 24-hour period after that storytime happens, the audience will increase to an average of 600 views. Each YouTube storytime video has an average reach of over 2,000 viewers. Teen programs broadcast on Facebook and Instagram reach hundreds of viewers, and engagement increases each month that these programs are offered. The monthly Tween Book Club, for example, is viewed by over 800 people each month and has an average reach of 2,000 people. The Anime Trivia program is viewed by more than 500 people and has an average reach of nearly 1,500 people. Numerous community agencies are also sharing the Library's virtual programs with their audiences. Virtual program participants have commented on the accessibility of the programs. Library staff have ensured that YouTube videos are accurately closed captioned, and learned and implemented software to provide lyrics on screen during storytimes.

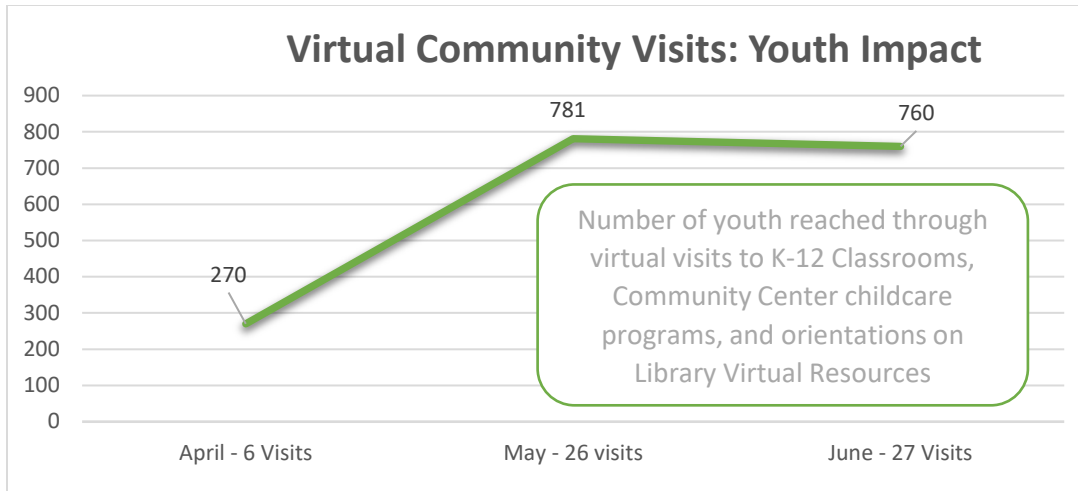


Virtual School and Community Support

As schools worked to bridge the distance learning gap, youth services staff created resources to help. Library staff created short videos explaining library resources for schools to share with teachers and students and launched a form on the website for teachers to schedule virtual class visits. Youth Services Librarians also began contacting individual teachers and schools to offer support and provide school visits in an online platform. Teachers have requested presentations ranging from how to research a history project on the Big Four for fourth graders, to a recent request from a high school teacher for “a virtual tour of the library, including services available” for students “who are reluctant readers, reading below grade level, and a third of whom speak English as a second language.”



Librarians also reached out to community partners, including conducting two live virtual visits a week to the City of Sacramento's emergency childcare sites to youth ages 6-13 to share stories, poems, music and movement activities. Sacramento Public Library also worked with the City of Sacramento to get books and Summer Reading materials to families participating in meal distribution. More than 1,800 students were reached through school and community visits from April-June.



Summer Reading

Summer Reading launched early, on May 1st to better support families who unexpectedly found themselves distance learning. Despite launching for the first time under such unusual circumstances, every single library branch has readers signed up, logging books and activities for the Summer Reading Challenge.

4,381 participants have logged 62,295 books so far. Over 800 participants have earned enough points for a Summer Reading Medal, which will be available along with book and book voucher prizes starting in August.

Summer Reading participants can find more activities than ever before, with special badges for attending Authors Uncovered events and our Saturday Yoga Series, and anti-racist activity tracks for all ages. The library is coordinating with meal distribution partners and summer camp programs to ensure children throughout Sacramento receive the materials to participate in Summer Reading. Lawn signs will be available soon at all locations (while supplies last) so that readers can proudly celebrate Summer Reading from a distance.



One of the nearly 2500 school-age participants took the time to email her appreciation to the library, sharing that “I am a constant visitor to the Sacramento Public Library and I am 11 years old. I would personally like to thank you all for setting up the Summer Reading Program. It is something I look forward to every single Summer!” She went on to say “Since I am an only child I am often lonely, but I love to travel into my books and meet Meg from A Wrinkle in Time and watch Harry Potter battle Voldemort. Library, thank you so much for bringing so much joy into my life.”

July 23, 2020

Agenda Item 5.1: Monthly Financial Report - April 2020

TO: Sacramento Public Library Authority Board

FROM: Johnny Ea, Finance Manager

RE: Monthly Financial Report - April 2020

SUGGESTED ACTION(S):

Receive and File

MONTHLY FINANCIAL REPORT:

Total revenues for the period ending April 30, 2020 were \$34,599,797 or 67.2% of the amount budgeted. The revenues are presented on a modified-accrual basis and do not reflect actual cash receipts. The Library's major revenue sources, such as property tax and City of Sacramento parcel tax, generally are received in February and May of each fiscal year. Year-to-date County property tax contributions are \$14,671,644 representing 56.13% of the budgeted amount. Year-to-date Sacramento City Contributions are \$8,863,000 for the months of July thru April 2020. Effective Fiscal Year 2020, to help address cash flow needs for the City of Sacramento Branch operations, the City has agreed to pay the Library monthly for its General Fund contributions. Year-to-date Sacramento City parcel tax Measure X and Measure B show a combined total of \$4,641,395 or 56.13%.

EXPENDITURES

Total expenditures at the end of April 2020 were \$41,664,532. Salaries and benefits were at \$23,922,321 or 75.82%, below the benchmark of 83.33%. This savings is mainly due to the freezing of recruitments to fill vacancies system-wide during the Covid-19 pandemic. The expenditures on books and materials are below the benchmark level at 71.83%. Overall expenditures ended below expectations at 74.50%, mainly due to salary savings from position vacancies, books and materials, and the timing of expenditures for services and supplies.

ATTACHMENT(S):

[5.1 Monthly Financial Report - April 2020 - ATT A.pdf](#)

Sacramento Public Library
Income Statement - Budget to Actual
April - Fiscal Year 2020

	<u>Total Budget</u>	<u>YTD Actual</u>	<u>Enc</u>	<u>Balance</u>	% of Budget Benchmark <u>83.33%</u>
REVENUE					
Fines and fees	465,000	342,373	0	122,627	73.63
Facility rental	450,000	332,732	0	117,268	73.94
Library property tax	26,140,000	14,671,644	0	11,468,356	56.13
Sac City contributions	10,635,600	8,863,000	0	1,772,600	83.33
Other agency contributions	121,000	121,276	0	(276)	100.23
Sac. City parcel tax	8,269,000	4,641,395	0	3,627,605	56.13
State appropriations	55,000	55,720	0	(720)	101.31
Grants, gifts and donations	244,924	1,017,267	0	(772,342)	415.34
Contribution for capital projects	0	0	0	0	0.00
Investment income	550,000	541,478	0	8,522	98.45
Transfers in	3,706,256	3,584,418	0	121,838	96.71
Other revenue	859,000	428,495	0	430,505	49.88
Services and supplies	0	0	0	0	0.00
Total REVENUE:	51,495,780	34,599,797	0	16,895,984	
EXPENDITURE					
Salaries and benefits	31,551,922	23,922,321	0	7,629,601	75.82
Books and Materials	6,946,209	4,989,683	0	1,956,525	71.83
Services and supplies	12,525,283	8,275,576	342,210	3,907,497	66.07
Capital and equipment	1,195,000	892,534	250,149	52,317	74.69
Transfers out	3,706,256	3,583,506	0	122,750	96.69
Other expenditures	0	912	0	(912)	0.00
Total EXPENDITURE:	55,924,669	41,664,532	592,359	13,667,778	
Net income (expense):	(4,428,889)	(7,064,735)	(592,359)	3,228,206	



July 23, 2020

Agenda Item 5.2: Monthly Treasurer's Report - April 2020

TO: Sacramento Public Library Authority Board

FROM: Johnny Ea, Finance Manager

RE: Monthly Treasurer's Report - April 2020

SUGGESTED ACTION(S):

Receive and File

MONTHLY FINANCIAL REPORT:

INFORMATION

The Monthly Purchases and Sales Transactions Report for the City of Sacramento's "Investment Pool A" for the month of April 2020 and the Sacramento Public Library summary of the City's monthly investment report are attached to this report.

This report satisfies the State's investment reporting requirements and complies with the Authority's Investment Policy. The complete City Treasurer's Report for the month of April 2020 is available upon request.

FISCAL IMPACT

The Library Authority had investments totaling \$29,962,153 as of April 30, 2020. Total cash and investments at April 30, 2020, were \$34,290,603, including a balance of \$4,328,450 in the Authority's Bank of America account. Investment income for the month of April was \$51,186. Year-to-date investment income totals \$585,926.

The April portfolio yield was 1.97% and is 0.25% below the March yield of 2.22%. This yield compares favorably to the State of California Local Agency Investment Fund rate of return of 1.65% for April 2020.

ATTACHMENT(S):

[5.2 Monthly Treasurer's Report - April 2020 - ATT A.pdf](#)

[5.2 Monthly Treasurer's Report - April 2020 - ATT B.pdf](#)

City of Sacramento
PURCHASE AND SALE
City Investment Pool A
From 04-01-20 To 04-30-20

Trade Date	Settle Date	Sec Type Code	Security Symbol	Cusip	Quantity	Security	S & P	Unit Price	Amount
PURCHASES									
04-02-20	04-28-20	mbus	92812vb70	92812VB70	2,000,000.00	Virginia Housing Development Authority 1.906% Due 04-01-24	AA+	100	2,000,000
04-02-20	04-28-20	mbus	92812vb88	92812VB88	3,000,000.00	Virginia Housing Development Authority 2.056% Due 04-01-25	AA+	100	3,000,000
04-06-20	04-08-20	cbus	06747pkv0	06747PKV0	5,000,000	Barclays Bank Plc 3.250% Due 04-08-25	A	100	5,000,000
04-07-20	04-08-20	cpus	2546r2ld6	2546R2LD6	5,000,000	Walt Disney Company 1.920% Due 11-13-20	A1	99	4,941,600
04-15-20	04-17-20	cbus	06747pml0	06747PML0	5,000,000	Barclays Bank Plc 3.000% Due 10-17-23	A	100	5,000,000
04-16-20	04-17-20	cpus	2546r2m11	2546R2M11	5,000,000	Walt Disney Company 1.770% Due 12-01-20	A1	99	4,943,950
04-20-20	04-22-20	cbus	89114rj56	89114RJ56	3,000,000	Toronto Dominion Bank 2.250% Due 04-16-23	A	100	3,000,000
04-20-20	04-21-20	cpus	2546r2m45	2546R2M45	5,000,000	Walt Disney Company 1.770% Due 12-04-20	A1	99	4,944,196
04-21-20	04-24-20	fhus	3134gvlq9	3134GVLQ9	5,000,000	Freddie Mac 1.050% Due 04-23-25	AA+	100	5,000,000
04-22-20	04-24-20	cbus	064159sh0	064159SH0	2,814,000	Bank Nova Scotia B C 2.000% Due 11-15-22	A-	101	2,847,768
04-22-20	04-28-20	fhus	3134gvnj3	3134GVNJ3	5,000,000	Freddie Mac 1.100% Due 04-28-25	AA+	100	5,000,000
04-23-20	04-27-20	cbus	05253jaw1	05253JAW1	5,000,000	Australia & New Zeala Bkg Grp NY 2.050% Due 11-21-22	AA-	102	5,101,450
04-24-20	04-28-20	cbus	89788jab5	89788JAB5	1,568,000	Truist Bank 1.250% Due 03-09-23	A	100	1,568,000
04-24-20	04-29-20	fhus	3134gvnq7	3134GVNQ7	3,000,000	Freddie Mac 1.020% Due 04-29-25	AA+	100	3,000,000
04-24-20	04-28-20	vrus	89114rja5	89114RJA5	4,000,000	Toronto Dominion Bank 2.000% Due 04-27-25	A	100	3,996,000
04-27-20	04-29-20	cbus	63254abc1	63254ABC1	3,000,000	National Australia Bk/NY 1.875% Due 12-13-22	AA-	102	3,045,570
04-27-20	04-29-20	cbus	882508bh6	882508BH6	4,000,000	Texas Instruments Inc 1.375% Due 03-12-25	A+	101	4,046,080
04-28-20	04-30-20	cbus	064159tf3	064159TF3	5,005,000	Bank Nova Scotia B C 2.200% Due 02-03-25	A-	102	5,097,643
04-30-20	05-04-20	cbus	22550l2a8	22550L2A8	5,000,000	Credit Suisse New York 2.100% Due 11-12-21	A+	101	5,052,520
									76,584,776
SALES									
04-03-20	04-03-20	flus	3130ah5z2	3130AH5Z2	5,000,000	Federal Home Loan Bank 2.125% Due 10-01-24	AA+	100	5,000,000
04-06-20	04-06-20	cbus	05565eap0	05565EAP0	4,500,000	BMW US Capital LLC 2.150% Due 04-06-20	A	100	4,500,000

City of Sacramento
PURCHASE AND SALE
City Investment Pool A
From 04-01-20 To 04-30-20

Trade Date	Settle Date	Sec Type Code	Security Symbol	Cusip	Quantity	Security	S & P	Unit Price	Amount
04-07-20	04-07-20	cpus	62479ld77	62479LD77	5,000,000	MUFG Union Bank 1.850% Due 04-07-20	A1	99	4,964,285
04-08-20	04-08-20	frus	3133egg82	3133EGG82	2,000,000	Federal Farm Credit Bank 1.520% Due 11-15-21	AA+	100	2,000,000
04-10-20	04-10-20	fhus	3134gtld4	3134GTDL4	5,000,000	Freddie Mac 2.750% Due 04-10-24	AA+	100	5,000,000
04-12-20	04-13-20	vrus	94986rr45	94986RR45	5,000,000	Wells Fargo & Co 2.000% Due 07-12-21	A-	100	5,000,000
04-13-20	04-13-20	frus	3133egah8	3133EGAH8	5,000,000	Federal Farm Credit Bank 1.550% Due 05-17-21	AA+	100	5,000,000
04-15-20	04-15-20	vrus	3134gtgz0	3134GTGZ0	3,695,000	Freddie Mac 2.625% Due 04-15-24	AA+	100	3,695,000
04-17-20	04-17-20	fhus	3134gukb5	3134GUKB5	5,000,000	Freddie Mac 2.125% Due 10-17-24	AA+	100	5,000,000
04-21-20	04-21-20	fhus	3134gukn9	3134GUKN9	5,000,000	Freddie Mac 2.125% Due 10-21-24	AA+	100	5,000,000
04-23-20	04-23-20	cbus	36164qms4	36164QMS4	2,000,000	GE Capital International Funding 2.342% Due 11-15-20	BBB+	100	2,005,000
04-28-20	04-28-20	flus	3130ahey5	3130AHEY5	5,000,000	Federal Home Loan Bank 2.125% Due 10-28-24	AA+	100	5,000,000
04-30-20	04-30-20	fhus	3134gtlq4	3134GTLQ4	5,000,000	Freddie Mac 2.750% Due 04-30-24	AA+	100	5,000,000
04-30-20	04-30-20	flus	3130ahgu1	3130AHGU1	5,000,000	Federal Home Loan Bank 2.100% Due 10-30-24	AA+	100	5,000,000
04-30-20	04-30-20	vrus	06048wzp8	06048WZP8	5,000,000	Bank Of America Corp 3.125% Due 04-30-24	A-	100	5,000,000
									67,164,285

SACRAMENTO PUBLIC LIBRARY AUTHORITY

MONTHLY REVIEW – APRIL 2020

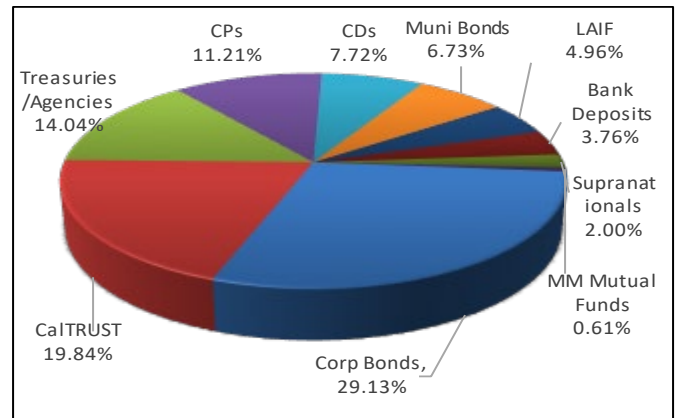
STRATEGY

The SPLA funds are invested in the City of Sacramento’s Pool A investment fund. The Fund is invested pursuant to the objectives and requirements set forth in the City’s investment policy. The three objectives of the investment policy, in order of priority, are (1) the preservation of capital by the investment in safe instruments, (2) the liquidity needs of the City and pool participants so such parties will have access to cash when they need it, and (3) the maximizing of current income while remaining consistent with the other more important objectives. The City’s investment policy incorporates applicable provisions of state law including, among other things, the prudent person standard and California Code Section 53601 pertaining to eligible investments.

PORTFOLIO STATISTICS

Beginning Balance	33,040,991
Contributions	886,300
Withdrawals	(4,016,324)
Interest Earned	51,186
Ending Balance	29,962,153

CITY POOL A PORTFOLIO COMPOSITION



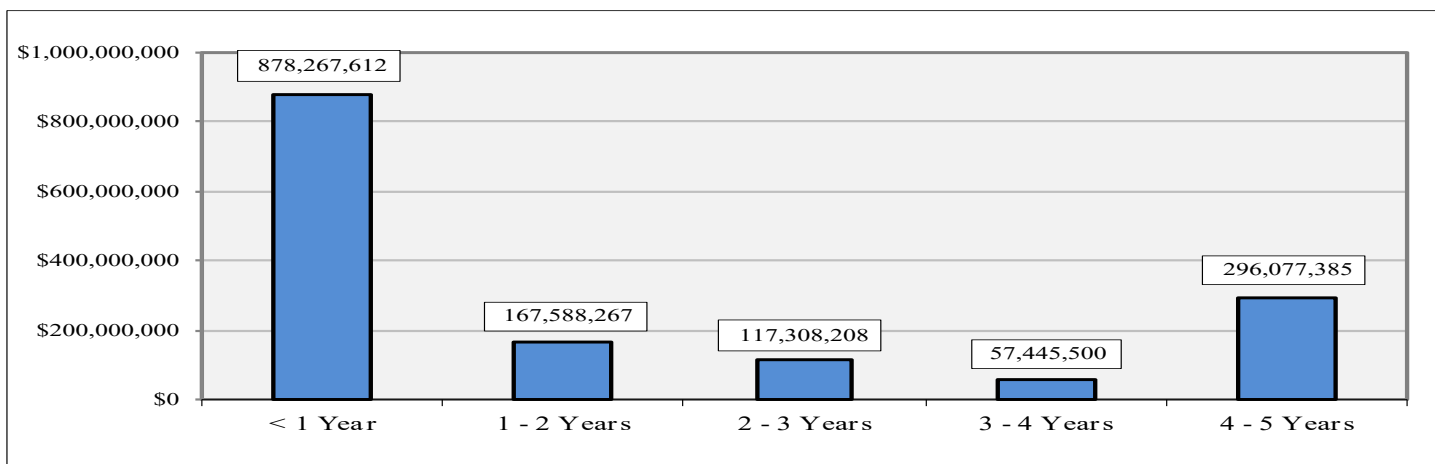
PERFORMANCE COMPARISON

City Pool A	1.97%
LAIF	1.65%
90 Day T-Bill	1.49%
Federal Funds	1.73%

Asset Type	Pct. Assets	YTM
Corp Bonds	29.13%	2.38%
CalTRUST	19.84%	1.25%
Treasuries/Agencies	14.04%	1.89%
CPs	11.21%	1.83%
CDs	7.72%	2.29%
Muni Bonds	6.73%	2.19%
LAIF	4.96%	1.65%
Bank Deposits	3.76%	1.54%
Supranationals	2.00%	2.10%
MM Mutual Funds	0.61%	0.04%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	878,267,612	57.91%
1 - 2 Years	167,588,267	11.05%
2 - 3 Years	117,308,208	7.73%
3 - 4 Years	57,445,500	3.79%
4 - 5 Years	296,077,385	19.52%
Total	1,516,686,972	100.00%



City of Sacramento
CASH LEDGER
Sacramento Public Library Authority
From 04-01-20 To 04-30-20

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Cash						
04-01-20				Beginning Balance		32,506,250.31
04-01-20	04-01-20	lo		Pool A Cash	-16,324.00	32,489,926.31
				MAR 20 Qtr SPLA Mgt Fees- AJ#INV0520271		
04-02-20	04-02-20	li		Pool A Cash	886,300.00	33,376,226.31
				Apr 2020 Gen Fund & Measure U Contribution to SPLA, per AJ#333302		
04-03-20	04-03-20	lo		Pool A Cash	-2,000,000.00	31,376,226.31
04-24-20	04-24-20	lo		Pool A Cash	-2,000,000.00	29,376,226.31
					-3,130,024.00	
04-30-20				Ending Balance		29,376,226.31
Pool A Interest Receivable						
04-01-20				Beginning Balance		534,740.25
04-30-20	04-30-20	in		Pool A Cash	51,185.68	585,925.93
				Apr 2020 estimated Pool A interest		
					51,185.68	
04-30-20				Ending Balance		585,925.93



July 23, 2020

Agenda Item 5.3: Monthly Financial Report - May 2020

TO: Sacramento Public Library Authority Board

FROM: Johnny Ea, Finance Manager

RE: Monthly Financial Report - May 2020

SUGGESTED ACTION(S):

Receive and File

MONTHLY FINANCIAL REPORT:

Total revenues for the period ending May 31, 2020 were \$46,590,599, or 90.47% of the amount budgeted. The revenues are presented on a modified-accrual basis and do not reflect actual cash receipts. The Library's major revenue sources, such as property tax and City of Sacramento parcel tax, generally are received in February and May of each fiscal year. Year-to-date County property tax contributions are \$25,633,608 representing 98.06% of the budgeted amount. Year-to-date Sacramento City Contributions are \$9,884,300 for the months of July thru May 2020. Effective Fiscal Year 2020, to help address cash flow needs for the City of Sacramento Branch operations, the City has agreed to pay the Library monthly for its General Fund contributions. Year-to-date Sacramento City parcel tax Measure X and Measure B show a combined total of \$4,641,395 or 56.13%.

EXPENDITURES

Total expenditures at the end of May 2020 were \$45,525,118. Salaries and benefits were at \$25,807,374 or 81.79%, below the benchmark of 91.67% mainly due to the freezing of recruitment and On-Call furloughs due to the Covid-19 pandemic. The expenditures on books and materials are below the benchmark level at 79.34%. Overall expenditures ended below expectations at 81.40%, mainly due to salary savings from position vacancies, books and materials, and the timing of expenditures for services and supplies.

ATTACHMENT(S):

[5.3 Monthly Financial Report - May 2020 - ATT A.pdf](#)

**Sacramento Public Library
Income Statement - Budget to Actual
May - Fiscal Year 2020**

	<u>Total Budget</u>	<u>YTD Actual</u>	<u>Enc</u>	<u>Balance</u>	% of Budget Benchmark <u>91.67%</u>
REVENUE					
Fines and fees	465,000	344,729	0	120,271	74.14
Facility rental	450,000	328,329	0	121,671	72.96
Library property tax	26,140,000	25,633,608	0	506,392	98.06
Sac City contributions	10,635,600	9,884,300	0	751,300	92.94
Other agency contributions	121,000	121,276	0	(276)	100.23
Sac. City parcel tax	8,269,000	4,641,395	0	3,627,605	56.13
State appropriations	55,000	55,720	0	(720)	101.31
Grants, gifts and donations	244,924	1,018,322	0	(773,398)	415.77
Contribution for capital projects	0	0	0	0	0.00
Investment income	550,000	544,178	0	5,822	98.94
Transfers in	3,706,256	3,584,418	0	121,838	96.71
Other revenue	859,000	434,323	0	424,677	50.56
Services and supplies	0	0	0	0	0.00
Total REVENUE:	51,495,780	46,590,599	0	4,905,182	
EXPENDITURE					
Salaries and benefits	31,551,922	25,807,374	0	5,744,547	81.79
Books and Materials	6,946,209	5,511,194	0	1,435,015	79.34
Services and supplies	12,525,283	9,623,064	257,141	2,645,078	76.83
Capital and equipment	1,195,000	999,067	178,864	17,068	83.60
Transfers out	3,706,256	3,583,506	0	122,750	96.69
Other expenditures	0	912	0	(912)	0.00
Total EXPENDITURE:	55,924,669	45,525,118	436,005	9,963,546	
Net income (expense):	(4,428,889)	1,065,481	(436,005)	(5,058,365)	



July 23, 2020

Agenda Item 5.4: Monthly Treasurer's Report - May 2020

TO: Sacramento Public Library Authority Board

FROM: Johnny Ea, Finance Manager

RE: Monthly Treasurer's Report - May 2020

SUGGESTED ACTION(S):

Receive and File

MONTHLY FINANCIAL REPORT:

INFORMATION

The Monthly Purchases and Sales Transactions Report for the City of Sacramento's "Investment Pool A" for the month of May 2020 and the Sacramento Public Library summary of the City's monthly investment report are attached to this report.

This report satisfies the State's investment reporting requirements and complies with the Authority's Investment Policy. The complete City Treasurer's Report for the month of May 2020 is available upon request.

FISCAL IMPACT

The Library Authority had investments totaling \$32,336,647 as of May 31, 2020. Total cash and investments at May 31, 2020, were \$45,800,755, including a balance of \$13,464,108 in the Authority's Bank of America account. Most of the \$13,464,108 in the BOA account was from the second property tax payment from the County during the month of May and was sent to Pool A for investments. Investment income for the month of May was \$48,540. Year-to-date investment income totals \$634,466.

The May portfolio yield was 1.81% and is 0.16% below the April yield of 1.97%. This yield compares favorably to the State of California Local Agency Investment Fund rate of return of 1.36% for May 2020.

ATTACHMENT(S):

[5.4 Monthly Treasurer's Report - May 2020 - ATT A.pdf](#)

[5.4 Monthly Treasurer's Report - May 2020 - ATT B.pdf](#)

City of Sacramento
PURCHASE AND SALE
City Investment Pool A
From 05-01-20 To 05-31-20

Trade Date	Settle Date	Sec Type Code	Security Symbol	Cusip	Quantity	Security	S & P	Unit Price	Amount
PURCHASES									
05-04-20	05-06-20	cbus	90351dah0	90351DAH0	5,000,000	UBS Group Ag 2.650% Due 02-01-22	A-	102	5,088,450
05-04-20	05-06-20	cbus	404280ay5	404280AY5	5,000,000	HSBC Holdings PLC 2.950% Due 05-25-21	A	102	5,095,950
05-04-20	05-27-20	fhus	3134gvr2	3134GVRV2	3,000,000	Freddie Mac 0.750% Due 05-27-25	AA+	100	3,000,000
05-06-20	05-08-20	cbus	78015k7c2	78015K7C2	5,000,000	Royal Bank of Canada 2.250% Due 11-01-24	A	102	5,118,100
05-06-20	05-12-20	cdus	4812818r3	48128L8R3	3,000,000	JP Morgan Chase Bank NA 1.250% Due 05-12-25		100	3,000,000
05-07-20	05-19-20	flus	3130ajla5	3130AJLA5	5,000,000	Federal Home Loan Bank 0.750% Due 05-19-25	AA+	100	5,000,000
05-07-20	05-13-20	frus	3133elzg2	3133ELZG2	5,000,000	Federal Farm Credit Bank 0.770% Due 05-13-25	AA+	100	5,000,000
05-12-20	05-20-20	cdus	90348jut5	90348JUT5	3,000,000	UBS Bank CD 1.150% Due 05-20-25		100	3,000,000
05-12-20	05-13-20	fhus	3134gvr2	3134GVRM2	3,000,000	Freddie Mac 0.900% Due 05-06-25	AA+	100	3,000,000
05-15-20	05-19-20	cbus	06051gfz7	06051GFZ7	2,000,000	Bank of America Corp 2.503% Due 10-21-22	A-	102	2,038,720
05-15-20	05-20-20	cbus	06747ptd1	06747PTD1	3,000,000	Barclays Bank Plc 1.500% Due 05-20-22	A	100	3,000,000
05-15-20	05-18-20	cpus	63873jnc0	63873JNC0	5,000,000	Natixis NY 0.470% Due 01-12-21	A1	100	4,984,399
05-15-20	05-19-20	fhus	3134gvvw5	3134GVVW5	5,000,000	Freddie Mac 0.820% Due 05-19-25	AA+	100	5,000,000
05-19-20	05-21-20	cbus	06406ran7	06406RAN7	4,000,000	Bank New York Mellon Corp 1.600% Due 04-24-25	A	102	4,096,520
05-19-20	05-28-20	fhus	3134gvxh6	3134GVXH6	5,000,000	Freddie Mac 0.950% Due 05-28-25	AA+	100	5,000,000
05-19-20	05-27-20	frus	3133elc28	3133ELC28	5,000,000	Federal Farm Credit Bank 0.730% Due 05-27-25	AA+	100	5,000,000
05-21-20	05-22-20	cdus	53947cf86	53947CF86	10,000,000	Lloyds Bank Corp Mkts/NY 0.430% Due 01-12-21	A1	100	10,000,000
05-21-20	05-27-20	fhus	3136g4vx8	3136G4VX8	5,000,000	Fannie Mae 0.750% Due 05-27-25	AA+	100	5,000,000
05-27-20	05-29-20	cbus	384802ae4	384802AE4	5,000,000	WW Grainger Inc 1.850% Due 02-15-25	A+	103	5,155,700
05-27-20	05-29-20	cbus	46849ltk7	46849LTK7	2,000,000	Jackson National Life Global 2.650% Due 06-21-24	A+	104	2,082,240
05-27-20	05-28-20	cpus	83369bp91	83369BP91	10,000,000	Societe Generale 0.450% Due 02-09-21	A1	100	9,967,875
05-28-20	06-08-20	vrus	78014rcy4	78014RCY4	4,600,000	Royal Bank of Canada 1.000% Due 06-08-22	AA-	100	4,600,000

City of Sacramento
PURCHASE AND SALE
City Investment Pool A
From 05-01-20 To 05-31-20

Trade Date	Settle Date	Sec Type Code	Security Symbol	Cusip	Quantity	Security	S & P	Unit Price	Amount
05-29-20	05-29-20	cdus	53947cfa1	53947CFA1	10,000,000	Lloyds Bank Corp Mkts/NY 0.460% Due 02-24-21	A1	100	10,000,000
									113,227,954
SALES									
05-01-20	05-01-20	mbus	13066yty5	13066YTY5	2,025,414.47	California St Dept Wtr Res Pwr 1.713% Due 05-01-21	AA+	100	2,025,414
05-01-20	05-01-20	mbus	70227rac4	70227RAC4	200,000.00	Pasadena Calif Pension Oblig 2.577% Due 05-01-20	AAA	100	200,000
05-06-20	05-06-20	cbus	037833bd1	037833BD1	3,000,000	Apple Inc 2.000% Due 05-06-20	AA+	100	3,000,000
05-06-20	05-06-20	snus	459058hl0	459058HL0	5,000,000	International Bk Recon & Develop 2.250% Due 11-06-24	AAA	100	5,000,000
05-06-20	05-06-20	vrus	037833be9	037833BE9	5,000,000	Apple Inc 2.007% Due 05-06-20	AA+	100	5,000,000
05-12-20	05-12-20	cbus	17325fae8	17325FAE8	1,400,000	Citibank NA 2.100% Due 06-12-20	A+	100	1,400,000
05-15-20	05-15-20	cdus	1005316	1005316	15,000,000	Five Star Bank Community Fund (Non-Negotiable) 2.750% Due 05-15-20		100	15,000,000
05-15-20	05-15-20	cdus	5749997171	5749997171	25,000,000	River City Bank Community Fund (Non-Negotiable) 2.750% Due 05-15-20		100	25,000,000
05-20-20	05-20-20	cbus	747525ad5	747525AD5	2,000,000	Qualcomm Inc 2.250% Due 05-20-20	A-	100	2,000,000
05-20-20	05-20-20	vrus	747525al7	747525AL7	2,000,000	Qualcomm Inc 2.245% Due 05-20-20	A-	100	2,000,000
05-21-20	05-26-20	cbus	02665wcy5	02665WCY5	5,000,000	American Honda Finance 2.200% Due 06-27-22	A	101	5,064,250
05-21-20	05-26-20	cbus	02665wdd0	02665WDD0	5,000,000	American Honda Finance 2.150% Due 09-10-24	A	101	5,047,700
05-21-20	05-21-20	cbus	53944vak5	53944VAK5	2,803,000	Lloyds Bank Plc 2.700% Due 08-17-20	A+	101	2,818,416
05-22-20	05-22-20	vrus	3130agxs9	3130AGXS9	3,000,000	Federal Home Loan Bank 1.580% Due 05-22-20	AA+	100	3,000,000
05-24-20	05-26-20	fmsu	3136g34m4	3136G34M4	4,100,000	Fannie Mae 1.550% Due 08-24-21	AA+	100	4,100,000
05-26-20	05-26-20	vrus	61760qgg3	61760QGG3	3,000,000	Morgan Stanley 2.413% Due 05-26-20	BBB+	100	3,000,000
05-28-20	05-28-20	vrus	78012kdd6	78012KDD6	5,000,000	Royal Bank of Canada 1.963% Due 05-28-20	AA-	100	5,000,000
05-29-20	05-29-20	cdus	48128lpe3	48128LPE3	5,000,000	JP Morgan Chase Bank NA 2.125% Due 11-29-24		100	5,000,000
									93,655,781

SACRAMENTO PUBLIC LIBRARY AUTHORITY

MONTHLY REVIEW – MAY 2020

STRATEGY

The SPLA funds are invested in the City of Sacramento’s Pool A investment fund. The Fund is invested pursuant to the objectives and requirements set forth in the City’s investment policy. The three objectives of the investment policy, in order of priority, are (1) the preservation of capital by the investment in safe instruments, (2) the liquidity needs of the City and pool participants so such parties will have access to cash when they need it, and (3) the maximizing of current income while remaining consistent with the other more important objectives. The City’s investment policy incorporates applicable provisions of state law including, among other things, the prudent person standard and California Code Section 53601 pertaining to eligible investments.

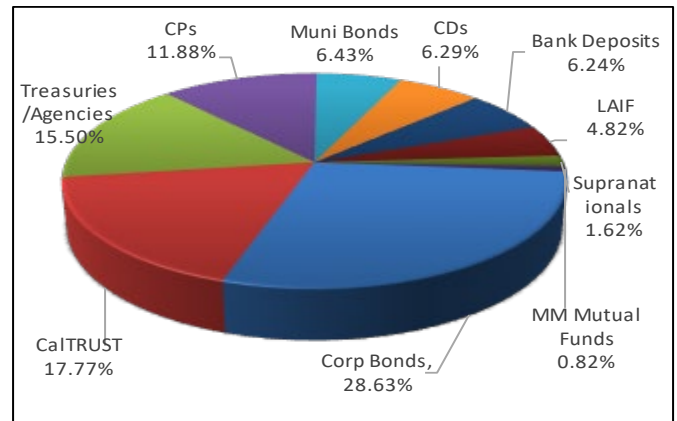
PORTFOLIO STATISTICS

Beginning Balance	29,962,152
Contributions	4,325,955
Withdrawals	(2,000,000)
Interest Earned	48,540
Ending Balance	32,336,647

PERFORMANCE COMPARISON

City Pool A	1.81%
LAIF	1.36%
90 Day T-Bill	0.11%
Federal Funds	0.05%

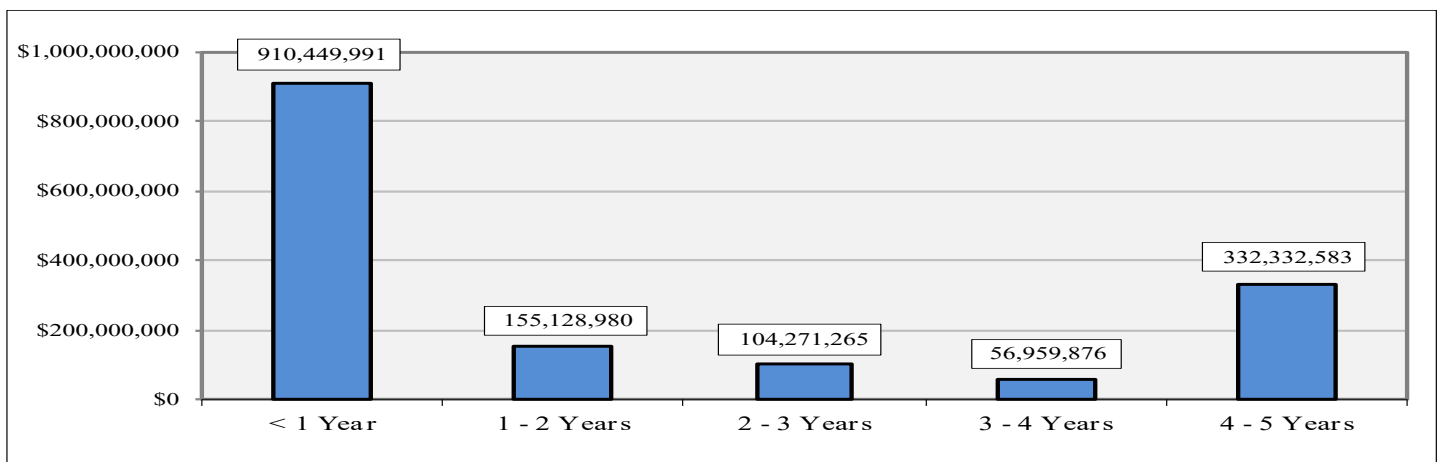
CITY POOL A PORTFOLIO COMPOSITION



Asset Type	Pct. Assets	YTM
Corp Bonds	28.63%	2.17%
CalTRUST	17.77%	0.96%
Treasuries/Agencies	15.50%	1.73%
CPs	11.88%	1.72%
Muni Bonds	6.43%	2.19%
CDs	6.29%	1.66%
Bank Deposits	6.24%	1.46%
LAIF	4.82%	1.36%
Supranationals	1.62%	2.08%
MM Mutual Funds	0.82%	0.19%

CITY POOL A MATURITY SCHEDULE

Maturity	Market Value	Pct. Holdings
< 1 Year	910,449,991	58.39%
1 - 2 Years	155,128,980	9.95%
2 - 3 Years	104,271,265	6.69%
3 - 4 Years	56,959,876	3.65%
4 - 5 Years	332,332,583	21.32%
Total	1,559,142,695	100.00%



City of Sacramento
 CASH LEDGER
Sacramento Public Library Authority
 From 05-01-20 To 05-31-20

All Cash Accounts

Trade Date	Settle Date	Tran Code	Quantity	Security	Amount	Cash Balance
Pool A Cash						
05-01-20				Beginning Balance		29,376,226.31
05-02-20	05-02-20	li		Pool A Cash	886,300.00	30,262,526.31
				May 2020 Gen Fund & Measure U Contribution to SPLA, per AJ#335526		
05-15-20	05-15-20	lo		Pool A Cash	-2,000,000.00	28,262,526.31
05-15-20	05-15-20	li		Pool A Cash	3,439,655.16	31,702,181.47
				Property tax & assessment revenue distribution, per AJ#336588		
					2,325,955.16	
05-31-20				Ending Balance		31,702,181.47
Pool A Interest Receivable						
05-01-20				Beginning Balance		585,925.93
05-31-20	05-31-20	in		Pool A Cash	48,540.32	634,466.25
				May 2020 estimated Pool A interest		
					48,540.32	
05-31-20				Ending Balance		634,466.25



July 23, 2020

Agenda Item 5.5: I Street Press Annual Report

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: I Street Press Annual Report

SUGGESTED ACTION(S):

Receive and File

BACKGROUND:

See attached report

ATTACHMENT(S):

[5.5 I Street Press Annual Report.pdf](#)

I Street Press

2019-2020 Annual Report
And
Catalog of Titles

 Sacramento Public Library



Introduction

It is with great pleasure the Sacramento Public Library presents the 2019-2020 accomplishments of the *I Street Press* to the Sacramento Public Library Authority Board.

During the previous year, some significant changes occurred that impacted the service of the *I Street Press* to the local author community and those served by the Sacramento Public Library. The *I Street Press* reduced the cost of printing books for local authors. To be fair, the local author geography for the *I Street Press* ranges from Los Angeles to British Columbia, CA, and from Hawaii to Arkansas. The *I Street Press* has helped authors from many states self-publish their books, including Hawaii, Washington, Arizona and Colorado and Arkansas.

In the 2019-2020 year, *I Street Press* helped **56** new authors self-publish their books.

As of the end of June 2020, there were **642** titles by **481** authors in the *I Street Press* inventory. This is significant, showing a local need for the service of SPLA for the *I Street Press*. This is an increase of **86** titles and **56** authors over the last year.

I would like to thank the following people for helping print books on the I Street Press:

Devon McMIndes

Melissa Lopez

Natalye Abuan

Jamie Paiva

Nick Parker

Joshua Kim

Michelle Osborne

Anita Davies

Kirsten Quong

Emily Crofoot

Naomi Jones

I Street Press

I Street Press began operation in October of 2011, moving into full book production by May of 2012. The *I Street Press* is a fee-based service of the Sacramento Public Library Authority (SPLA).

Between October 2011 and July 2018, the *I Street Press* used an Espresso Book Machine (EBM), created by Ondemandbooks.com (ODB). During that time, the EBM was maintained by Xerox with a monthly contract. The EBM stopped functioning in August 2018. At that time staff researched and purchased comparable equipment and continued helping authors self-publish their work. The EBM was purchased with a California State Library LSTA grant. The new equipment was purchased with monies budgeted to the *I Street Press*. The cost of the new equipment was less than 20% of the original cost of the EBM.

On March 18, 2020, SPLA shut down at the order of the Sacramento County Health Officer because to the contagious virus, Covid-19. For two months the *I Street Press* was unable to fulfill orders nor help new authors with their work. On May 22, Staff were allowed back into the building and began working through the back log of orders and authors.

Since staff have returned to helping local authors self-publish their work, staff have worked with **9** new authors and helped self-publish **15** new titles. It is staff's expectation that had the service of the *I Street Press* not be interrupted by the shut-down these numbers would be significantly higher. In the last two months the *I Street Press* has printed **605** books. This number would also be significantly higher were it not for the state-wide restrictions on meeting in public places.

Classes and Information Sessions

Prospective authors attend a free information session, presented twice a month, to learn what the *I Street Press* can and cannot do for them in helping them self-publish their book. After the session, the *I Street Press* staff takes appointments with individual authors to assess their work to ensure that the formatted documents can be printed by the *I Street Press*. Books printed may be for individual distribution to family and friends, or sold through retail outlets, online and brick-and-mortar stores.

Finances

Structured fees are set to meet the hard costs of producing a book. These fees include one of three set-up fees, per-book costs, extra services (e.g., help with cover design, ISBN, barcode, LCCN), plus tax. Currently, the costs associated in running the *I Street Press* include per-book charges, per-page charges, and cost of materials and equipment.

After the purchase of the current equipment, there are no fixed costs.

Evaluation

There are a number of measurements used for evaluating the success of the *I Street Press*. These measurements include:

- number of authors using the *I Street Press*
- number of titles uploaded
- number of physical books printed
- programming and attendance statistics
- publishing appointments
- receipts for services rendered

Authors and Titles:

There are **642** titles by **481** authors in the *I Street Press* inventory. Subjects for books include fiction, biography, self-help, poetry, religion, local history, children’s books, college textbooks and senior projects. Languages are not limited to English, but include Spanish, German, Portuguese, Finnish and Farsi. The number of copies of each title printed range from one to hundreds.

Books Printed:

I Street Press has printed a total of **36,029** books.

Average number of books printed per fiscal year is 3,955.

Total FY 2011-2012	1,788
Total FY 2012-2013	4,499
Total FY 2013-2014	4,561
Total FY 2014-2015	3,785
Total FY 2015-2016	4,582
Total FY 2016-2017	4,468
Total FY 2017-2018	3,212
Total FY 2018-2019	4,559
Total FY 2019-2020	4,535
Total	36,029

Programming and Attendance:

Since its inception, the *I Street Press* has presented the services offered by SPL to **2,861** people.

Beginning in 2013 and continuing through this year, *I Street Press* staff offered tours of the publishing process, traveled to off-site locations to speak with writers' groups, and began offering classes on formatting the book and cover using MS Word, in addition to the information sessions. Programming and attendance have steadily increased since inception.

Average number of people attending a program per fiscal year is **318**.

Total FY 2011-2012	406
Total FY 2012-2013	354
Total FY 2013-2014	544
Total FY 2014-2015	278
Total FY 2015-2016	385
Total FY 2016-2017	365
Total FY 2017-2018	217
Total FY 2018-2019	157
Total FY 2019-2020	142
Total	2,861

Publishing Appointments:

The number of publishing appointments is proportional to the number of authors and titles represented within the *I Street Press* inventory. Since its inception, the *I Street Press* has held **2,556** appointments, each lasting an average of one hour.

Often, an author will have two or more appointments before finishing and self-publishing his or her book. Some authors will come on a regular or irregular basis because they are publishing more than one title.

Average number of appointments per fiscal year is **284**.

Total FY 2011-2012	154
Total FY 2012-2013	192
Total FY 2013-2014	310
Total FY 2014-2015	259
Total FY 2015-2016	381
Total FY 2016-2017	380
Total FY 2017-2018	296
Total FY 2018-2019	296
Total FY 2019-2020	249
Total	2,556

Receipts:

Since its inception, I Street Press has collected **\$390,104.51** in receipts for services and printing books. Hard costs include paper, ink, copyright registration, costs of services (e.g., ISBN and barcode, postage), set-up fees and printing costs (with a handful of incidentals). Receipts are commensurate to number of books printed.

Fiscal year 2018-2019 saw **4,535** books printed and receipts of **\$44,143.36**

Average receipts per fiscal year is **\$43,344.95**.

Total FY 2011-2012	\$12,395.69
Total FY 2012-2013	\$41,231.03
Total FY 2013-2014	\$51,152.45
Total FY 2014-2015	\$45,958.81
Total FY 2015-2016	\$54,229.81
Total FY 2016-2017	\$56,586.21
Total FY 2017-2018	\$38,956.77
Total FY 2018-2019	\$39,675.01
Total FY 2019-2020	\$44,143.36
Total	\$390,104.51

July 23, 2020

Agenda Item 6.1: Action Summary

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: Action Summary

SUGGESTED ACTION(S):

Approve and File

CALL TO ORDER:

In attendance: Sue Frost, Eric Guerra, Patrick Kennedy, Saul Hernandez, Karina Talamantes, Rick Jennings, II, Darren Suen, Jeff Slowey, Larry Carr, Don Nottoli, Stephanie Nguyen, Phil Serna, Angelique Ashby

Not in attendance: Garret Gatewood, Allen Warren, Shawn Farmer

Board Chair Sue Frost declared a quorum and called the meeting to order at 3:00 p.m.

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA:

Jim Deeringer, President of the Board of Directors of the Sacramento Public Library Foundation, detailed three endowment contributions totaling \$114,243: \$55,805 from the Books and Materials endowment, \$51,848 from the Sacramento Room endowment for digitizing the Sacramento Room collection and \$6,590 distributed from the Jack and Lillian Sioukas Sacramento Room endowment for the purpose of the Sacramento Room general fund. Mr. Deeringer also mentioned three non-endowment contributions that total \$35,191, \$28,480 of that is to be used for supplies for the two new electric bookmobiles \$3,811 for books, materials and programs at the Arden-Dimick Library and \$2,900 for books and materials. In addition, the Foundation has raised funds for the Summer Reading and Summer Meals programs, but since distribution of these amounts would bear issues on pending litigation, the Foundation will be corresponding with the Library Council in the near future on that subject. Mr. Deeringer said the checks will be mailed directly to the Library's Administration Office attention Johnny Ea.

PRESENTATIONS:

3.1 Friends of the Sacramento Public Library

Karen Wilson, Friends of the Sacramento Public Library President, reported that the Big Day of Giving was a huge success. Ms. Wilson explained that more than 650 charities participated on May 7th and there was an explosion of support for the Library and its Book First program. The range of comments from donors included celebrating a child's first birthday, a donor who gave in honor of all the children who did not have the funds to purchase books and expressions of gratitude for library services. Donation totals and donors were 1.5 times more than last year for a total of 736 donors, and many had never donated before. Ms. Wilson said the Friends see it as a real vote of support for the Library and Book First. Kids still need to learn to read during these times, so libraries will be working with schools to see what Book First will look like this year to make sure those first graders do get their books.

Ms. Wilson said the Book Den Warehouse opens June 20 on an appointment-only basis, and she anticipates a lot of people. The Friends have been encouraging people to use virtual programs, like Happy Hour with Books and kids story times--everyone in the community is very supportive of the Library right now.

Board Chair Sue Frost thanked the Friends for all they do.

CLOSED SESSION:

There was no closed session.

DIRECTORS REPORT:

Director Sass referred the Board to her written report to see that much of what Library staff is doing relates to moving to a virtual environment. Sass said the Library is discovering new partnerships and showing jurisdictions that Library staff can be helpful, for example, producing more than 200 face shields for Sacramento County so workers doing testing can stay safe, Census calling, the Great Plates program the City is involved with that is providing meals to seniors and expanding virtual programming, including tween book clubs, teen space discussions, Teen Advisory Board meetings and virtual class visits. The Summer Reading program is happening now, and staff will be sending all Board members information to update their constituents via newsletter. Librarians are out visiting emergency childcare centers to help first responders, offering curbside services at eight locations with six more opening next week and offering the Book a Librarian service. The Library hosted their first virtual author visit--former Secretary of State Madeline Albright spoke to about 600 people, with a lot of great feedback. On June 24 the Library will host another author, Adrienne Bankert, reporter with ABC's Good Morning America, to promote her new book, Your Hidden Superpower: The Kindness That Makes You Unbeatable at Work and Connects You with Anyone. Adult Literacy is engaging English-language learners via Zoom and while staff would like to get the doors opens as soon as it's safe, are following local and state directives. The Library has been approached by County Emergency Services about COVID-19 testing in Library parking lots with a soft opening on May 28 at the Valley Hi-North Laguna library. Sass urged the Board to take a look at the memo sent to City Manager Howard Chan regarding Library needs. The library will be preparing a similar one to the County regarding CARES funding.

Angelique Ashby said that on behalf of the City, CARES will include money to work with the Library on Great Plates, community outreach and the digital divide/equity plan to use broadband background of the library to reach people within a mile of each city branch. Rick Jennings, II stated that the City Council voted unanimously to support the addressing the digital divide and other issues.

Sass added that the Sylvan Oaks and Belle Coolidge curbside pickup service has been received very positively.

INFORMATION:

- 5.1 Monthly Financial Report – January 2020
- 5.2 Monthly Treasurer's Report – January 2020
- 5.3 Monthly Financial Report – February 2020
- 5.4 Monthly Treasurer's Report – February 2020
- 5.5 Monthly Financial Report – March 2020
- 5.6 Quarterly Treasurer's Report Q3 – March 2020

CONSENT:

- 6.1 Action Summary – April 28, 2020
- 6.2 Contract Approval – Legal Services – City of Sacramento
- 6.3 Approve Contract Amendment: Laundered Cleaning Supplies Service – Mission Linen and Uniform Service
- 6.4 Contract Renewal – Materials Recovery Services, Unique Management Services

Board Action

Carr/Suen

Approved (12-0)

ACTION:

7.1 Proposed Budget, Cost Allocation Plan, Position Control Listing, and fines and Fees for FY 20-21

Chair Frost said the Budget Audit Committee met and had a conversation on the proposed budget, and there was consensus to move it forward to the Board.

Board Action

Slowey/Guerra

Approved (12-0)

ADJOURNMENT:

Director Frost adjourned the meeting at 3:53 p.m.

ATTACHMENT(S):

July 23, 2020

**Agenda Item 6.2: Contract Amendment - Custodial and Office Supplies -
Staples Business Advantage**

TO: Sacramento Public Library Authority Board

FROM: Nina Biddle, Facilities Manager

RE: Contract Amendment - Custodial and Office Supplies - Staples Business Advantage

SUGGESTED ACTION(S):

Adopt Resolution 20-22, amending a contract for the purchase of custodial and office supplies from Staples Business Advantage, through the Sourcewell Cooperative Purchasing Agreement (Contract No. 012320-SCC) (“Agreement”) through July 31, 2021, or the expiration of the Agreement, in an amount not to exceed \$300,000 for office supplies and \$200,000 for custodial supplies, for a total contract amount not to exceed \$500,000.

REASON FOR RECOMMENDATION:

Staples Business Advantage provides Custodial and office supplies for the Library. Supplies are purchased centrally by Library staff and delivered directly to all library locations. Following a formal procurement process and Library Board consent on April 25, 2019, the Library contracted with Staples Business Advantage, to purchase custodial and office supplies, based on Staples’ agreement with the cooperative purchasing program, Sourcewell, effective May 1, 2019.

Staples’ current purchasing agreement with Sourcewell (Contract No. 010615-SCC) expires July 31, 2020. Staples has entered into a new agreement with Sourcewell (Contract No. 012320-SCC), effective August 1, 2020, through April 6, 2024. Staff requests to amend its existing contract to extend the duration and add additional funding to satisfy library supply requirements.

ATTACHMENT(S):

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - RES 20-22.pdf](#)

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - EXH A First Amendment.pdf](#)

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - ATT 1 Staples Contract with Sourcewell - Executed.pdf](#)

[6.2 Contract Amendment - Custodial and Office Supplies - Staples Business Advantage - ATT 2 Draft Sourcewell Program Agreement.pdf](#)



Sacramento Public Library Authority

RESOLUTION 20-22

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

APPROVING A CONTRACT AMENDMENT WITH STAPLES BUSINESS ADVANTAGE FOR THE PURCHASE OF CUSTODIAL AND OFFICE SUPPLIES FROM STAPLES BUSINESS ADVANTAGE, THROUGH THE SOURCEWELL PURCHASE AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$300,000 FOR OFFICE SUPPLIES AND \$200,000 FOR CUSTODIAL SUPPLIES, FOR A TOTAL CONTRACT AMOUNT OF \$500,000.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. Amends a contract with Staples Business Advantage for the purchase of custodial and office supplies, through the Sourcewell Cooperative Purchasing Agreement, in an amount not to exceed \$300,000 for office supplies and \$200,000 for custodial supplies, for a total contract amount not to exceed \$500,000.
2. The Library Director is authorized to sign all documents related to this contract within the approved terms and consistent with the requirements of the Authority’s Contracts and Procurement Policy.

Sue Frost, Chair
Eric Guerra, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Contract Amendment with Staples Business Advantage

**SACRAMENTO PUBLIC LIBRARY AUTHORITY
FIRST AMENDMENT TO AGREEMENT FOR NON-PROFESSIONAL SERVICES**

The Sacramento Public Library Authority, a joint powers agency ("AUTHORITY"), and Staples Business Advantage ("CONTRACTOR"), as parties to that certain May 1, 2019 Non-Professional Services Agreement ("Agreement"), hereby modify the Agreement as follows:

1. This amendment extends the term of the Agreement for one year beginning August 1, 2020 and ending July 31, 2021.
2. The Scope of Services shall remain unchanged.
3. CONTRACTOR'S compensation is amended as follows:
 - The amount available for the purchase of custodial supplies from Staples Business Advantage, through July 31, 2021, or the expiration of the Agreement, is increased by an additional amount not to exceed \$200,000.
 - The amount available for the purchase of office supplies through July 31, 2021, or the expiration of the Agreement, is increased by an additional amount not to exceed \$300,000.
4. CONTRACTOR warrants and represents that the person or persons executing this amendment on behalf of CONTRACTOR has or have been duly authorized by CONTRACTOR to sign this amendment and bind CONTRACTOR to the terms hereof.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

SACRAMENTO PUBLIC LIBRARY AUTHORITY

A Joint Powers Agency

By: _____
Rivkah K. Sass, Library Director

Date: _____

(If over \$50,000)

Board Action # and Date: _____

APPROVED TO AS FORM:

By: _____
Jennifer V. Gore, Authority Counsel

Date: _____

STAPLES BUSINESS ADVANTAGE

By: _____
Signature

Print Name

Title: _____

Date: _____

Federal I.D. No.

State I.D. No.

Social Security No. (If Individual/Sole Proprietor)

TYPE OF BUSINESS ENTITY (check one):
____ Individual/Sole Proprietor
____ Partnership
____ Corporation
____ Limited Liability Company
____ Other (please specify: _____)



Solicitation Number: RFP#012320

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Staples Contract & Commercial LLC**, 500 Staples Drive, Framingham, MA 01702 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective August 1, 2020.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 6, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Products and installation thereof will conform to specifications as stated in manufacturer documentation. Vendor will pass through all manufacturers' warranties to Member (copies of such manufacturer warranties provided upon request). Vendor warrants that all Products branded TRU RED, Perk, NXT Technologies, Union & Scale, or Coastwide Professional are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects latent or patent in material design and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Products; (4) fit sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Vendor's samples, if any. Vendor warrants that for a period of one year from performance, installation and assembly Services will meet or exceed generally accepted standards in the industry and will meet any required specifications mutually agreed upon by Vendor and Member.

Additional warranties applicable to specific product categories, if any, are set forth in Vendor's Proposal.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

Vendor may utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to the Contract would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to this Contract. These affiliates include, but are not limited to, DEX Imaging, LLC, a leading nationwide managed print services provider.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

Vendor will use commercially reasonable efforts to ship Products ordered by Members before 4:00 p.m. local time within one (1) business day after acceptance of a Purchase Order, except for backordered, special-order, or out of stock Products. If a Product is backordered or shipment is delayed for any reason, Member will be notified of a delay and Vendor will deliver the delayed Product as promptly as commercially practicable. Vendor will treat delayed orders as active until Member contacts Vendor and provides other instructions. Vendor's standard shipments will be F.O.B. Member's location in the forty-eight (48) contiguous United States. Additional charges may apply for desk-top delivery, special delivery, non-standard delivery, rush delivery, or special or custom order products or as noted on Vendor's e-commerce platform. Title and risk of loss for the Products will pass to Member at the time the Products are delivered to Member. Eligible products purchased online and picked up at a Vendor retail location will be available for pick up two hours after approval, charged at time of pick up, and cancelled if not picked up after five (5) days. Sales tax will be calculated based upon order pick up location. Member's invoice may not separately designate these items as "in-store pick up." Certain items may incur an additional charge (typically furniture items) which will be invoiced to the Member,

if applicable. Unless otherwise agreed by Vendor and a Member all orders shall be subject to a minimum order size of 35.00 per order. If an order below this amount is placed, the Member will be informed it cannot be processed.

The following will apply for shipments to Alaska or Hawaii: Shipments up to 159lbs. are shipped UPS 2nd Day Air. Shipments over 159lbs. or items which cannot be shipped via UPS (e.g. items classified as hazmat and/or ORM-D) are shipped ocean freight. Vendor will not ship any fully regulated hazmat items, which are shipped directly from the vendor. Ocean shipments are delivered approximately fourteen (14) days from shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating Members. Prices for Core List items provided under this contract are set forth in Exhibit 1.

The prices for Core List Items, excluding Premium Products, may be updated biannually on August 1st and February 1st of each year during the term that this contract is in effect. Vendor may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.

The prices for Premium Products may be updated quarterly of each year during the term that this contract is in effect. Premium Products are defined as toner, ink, IT hardware, copy paper and furniture that Members purchase from Vendor.

Extraordinary Market Events. Vendor reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g. shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Vendor will work with Sourcewell and affected Members to identify alternative products to mitigate the impact of the foregoing where possible.

Updated Items. For purposes of contract management, Vendor may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Vendor and Sourcewell have added, as well as SKU numbers for items that have been removed from the Core List. Vendor may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.

Custom Pricing; Rebates & Incentives; Other Terms. Vendor may offer additional pricing discounts, rebates and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Vendor.

Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary Non-Core Items are not subject to customer audit, or any pricing guarantee, nor

shall Non-Core Items be subject to the Change Request process set forth in this Section 4.

Sourced Goods. Members may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Vendor and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.

Pricing Exhibits. Please see the Pricing Exhibits for pricing details on the following categories:

- Exhibit 1 – Core List Pricing
- Exhibit 2 – Print & Copy Program
- Exhibit 3 – Promotional Products Program
- Exhibit 4 – Staples Technology Solutions
- Exhibit 5A – Managed Print Services Capabilities
- Exhibit 5B – Managed Print Services Pricing
- Exhibit 5C – Managed Print Services Sample Agreement

Tier One Diversity Program. Vendor reserves the right to implement a pricing upcharge when setting up a Tier One program for any Participating Member to reflect the additional cost of the diversity supplier's program.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

Notwithstanding anything to the contrary a Member's participation hereunder including for the avoidance of doubt and extension of credit hereunder is contingent upon Member's satisfaction of Vendor's standard credit requirements. Vendor also reserve the right to refuse sales of Products to Members reselling such Products. To the extent a Member has a pre-

existing separate agreement with Vendor, Vendor reserves the right not to sell products and services under multiple agreements to that Member. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Member by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Member.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;

2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

Vendor reserves the right to terminate a purchase order pursuant to which a Member requests or demands services to be performed not enumerated by the terms of this Contract.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;

- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows:

Unless otherwise mutually agreed to in writing by Sourcwell and Staples, and except as stated below, Staples will pay Sourcwell an administrative fee of one and half percent (1.5%) of the Members' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty five (45) days after the end of each calendar quarter.

An exception to the above 1.5% admin fee would be that Staples will pay Sourcwell one half of one percent (0.5%) administrative fee for participating Members' aggregate Net Sales under the managed print services ("MPS") program of the Contract and one quarter of one percent (0.25%) on technology product Net Sales.

Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

This Section shall not apply to Vendor's delivery, installation, design, repair, or refurbishment obligations hereunder, which Vendor may subcontract to reasonably qualified third parties.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

Neither party, nor its officers, directors, employees, or Affiliates, shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages including, but not limited to, lost profits, business interruption, loss of data, or cost of cover even if the party

alleged to be liable has knowledge of the possibility of such damages. The limitations set forth in this Section shall not apply to, or in any way limit liabilities arising from, a party's gross negligence or willful misconduct, or from the confidentiality or indemnification obligations of that party.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of three (3) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract. Any audit requests shall be made with thirty (30) days advance written notice and shall be conducted during normal business hours at Vendor's corporate offices. If a third-party consultant or auditor is used, Vendor may require the execution of a confidentiality agreement prior to receiving access to any records.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to

this Contract. Any use by Sourcewell of Vendor's trademarks, logos, or other intellectual property shall be subject to Vendor's prior written consent.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations including construction defect, contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Upon commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by an authorized representative. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance maintained by the additional insureds. Notwithstanding the minimum limits of coverages set forth herein, Vendor shall name Sourcewell and its Members, including their officers, agents, and employees as an additional insured for the full limits of insurance coverage, including but not limited to any excess policy coverage, purchased by Vendor.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required insurance maintained by the Vendor

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination. In addition, Vendor may terminate this Contract for any reason (i.e., for convenience) with respect to an individual Member by delivering not less than ninety (90) days prior written notice thereof to Sourcewell and the applicable Member.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 4/2/2020 | 1:37 PM CDT

Staples Contract & Commercial LLC

DocuSigned by:
By: Joanne Harris
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Joanne Harris

Title: Chief Commercial Officer

Date: 4/9/2020 | 11:29 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
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Chad Coquette

Title: Executive Director/CEO

Date: 4/9/2020 | 11:30 AM CDT

RFP 012320 - Office Supply Catalog Solutions

Vendor Details

Company Name: Staples Contract & Commercial LLC
Does your company conduct business under any other name? If yes, please state: See Staples W-9 for list of company names
Address: 500 Staples Drive
Framingham, MA 01702
Contact: Don Hasch
Email: don.hasch@staples.com
Phone: 714-868-4274
HST#: 04-2896127

Submission Details

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Staples Contract & Commercial LLC (Staples)
2	Proposer Address:	500 Staples Drive, Framingham, MA 01702
3	Proposer website address:	www.StaplesAdvantage.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Joanne Harris Chief Commercial Officer, Staples 500 Staples Drive, Framingham, MA 01702 Email: joanne.harris@staples.com Phone: (508) 253-5000
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Hasch Senior Manager - SLED Team (State, Local, and Education) 16501 Trojan Way, La Mirada, CA 90638 Email: don.hasch@staples.com Phone: (714) 868-4274
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jeremy Landis Area Vice President - Vertical Markets 1945 Old Gallows Rd, Suite 200, Vienna, VA 22182 Email: jeremy.landis@staples.com Phone: (571) 581-3829 Joseph Gorman Vice President - Commercial Sales 1414 Radcliffe Street, Suite 110, Bristol, PA 19007 Phone: (215) 292-3160 Email: joseph.gorman@staples.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Staples, The Worklife Fulfillment Company, has 33 years of expertise helping organizations of all sizes be more productive, connected and inspired — however and wherever they work today. With dedicated account teams, category professionals, innovative brands and a curated assortment for business, Staples provides customized solutions to help organizations achieve their goals. Headquartered near Boston, Staples operates in North America.</p> <p>As the pioneer of office solutions, Staples knows work is more than a job. It is a sense of purpose and fulfillment that defines us. As “The Worklife Fulfillment Company”, we have programs that fit every size organization, from a one-person office to the Fortune 100 organization, across all industries, including academic institutions, healthcare, state and federal governments. We’re here to help with products, services and solutions, combined with our expertise, best-in-class national distribution, customer service, competitive pricing and state-of-the-art e-commerce site.</p> <p>WORKLIFE PRODUCTS & SOLUTIONS</p> <p>Our products, services and technology are thoughtfully designed and sourced for the way you work and live. We'll help you and your teams with Worklife:</p> <ul style="list-style-type: none"> • Productivity – Helping customers and their teams do more. • Connectivity – Building better communication and ways of working. • Inspiration – Inciting creative thinking through spaces that feel good. <p>YOU CAN COUNT ON US</p> <ul style="list-style-type: none"> • Reliable financial stability allows us to continually evolve to meet the needs of our customers, as a strong stable supplier. • Community involvement with 42,000 associates across the U.S. who live and work where your Members do. • Eco-responsible business partner to help customers boost everyday sustainability.
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>From business essentials to facility supplies, and custom print to furniture, Staples offers an unmatched selection of products and services, saving your participating Members the time and expense of dealing with multiple vendors. With free next-day delivery available for more than 500,000 products on our e-commerce site, our industry-leading breadth and depth of solutions includes:</p> <p>INNOVATIVE PRODUCT SOLUTIONS</p> <p>With the introduction of our new innovative products we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture:</p> <ul style="list-style-type: none"> • Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • NXT Technologies – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional – Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. <p>We've simplified our product assortment to focus on the right choices for business and institutions versus every product out there. So, it will be easier for your participating Members to get exactly what they need.</p> <ul style="list-style-type: none"> • Business Essentials – Staples can help participating Members search for a better way. We fulfill the essentials for teams to be more productive, more organized and more inspired. We carry everything from copy paper to smart phones and accessories, with a wide selection of green and MWBE products. • Facility Solutions – We know that results matter. We can work with participating Members to provide a clean, efficient and seamlessly stocked workspace. Our Facility Solutions offering includes a wide selection of products from best-in-class manufacturers, including Diversey, GOJO, Georgia-Pacific, Kimberly-Clark and Rubbermaid. Our exclusive BluPrint™ site assessment tool helps to analyze participating Members' facilities operations to offer cost saving recommendations. • Furniture Solutions – We can work with participating Members on their journey to create a productive, collaborative environment with inspired workspaces through our products, technology, people and services. Our Furniture Solutions offering provides access to more than 250 best-in-class manufacturers, including Allsteel, HON, Global and National. • Print & Marketing Services – We can create custom print essentials and high-quality products through our expertise and technology. Every year, we handle more than 396,000 print jobs. It is clear customers are already choosing Staples as their trusted print provider. • Technology Solutions – We offer differentiated and thoughtfully designed tech products and exclusive brands. Our Technology Solutions offering includes a wide selection of products from everyday tech and data center solutions to printer fleet management and network services. With more than 1,000 vendors and suppliers, we offer more than one million items delivered nationwide. • Breakroom Solutions – We can help participating Members create a more connected and inspired workspace with a complete breakroom experience. From coffee and coffee brewers to water coolers, cutlery and snacks, the wide variety of products we offer in this category continues to match the needs of every generation in the workforce. Our breakroom specialists are ready to analyze your space and provide cost saving recommendations. • Pack & Ship Solutions – We can unlock advancements through our products, people and supply chain. We can help keep your operations running smoothly. From sourcing package-specific tape to helping lower your damage rate, our Pack & Ship Specialists partner with you to drive efficiency in your participating Members' operations. • Staples Promotional Products – With more than one million products plus well-cultivated relationships with a global supply network, Staples can help participating Members create unique branded solutions for all their buying needs.
9	What are your company's expectations in the event of an award?	<p>Our expectation is to build on our already strong and dynamic partnership, and to continue to drive tremendous value, efficiencies and savings to existing and future Sourcewell Members. Our hope is that many more Sourcewell Members will join the thousands of existing participating Members currently enjoying the benefits that our Sourcewell awarded contracts offer. Our goal is to enhance our value in becoming a true sustainable resource for your Members, providing industry intelligence, advice and research collateral to further supplement the products/services we have offered in the past. Our expectation is to continue the trend of exponential sales growth year over year that we have experienced as a contract award holder for the past 15 years.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Staples represents that it has the financial resources available to perform its obligations under an agreement reached between Staples and Sourcewell. Please see Attachment 1 for Staples' Bank and Trade References. Staples became a private company in 2017 and no longer publicly reports our financial information. Staples can provide limited financial information directly to Dr. Chad Coquette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. If provided, please note that our financial information would be considered Trade Secret.	*
11	What is your US market share for the solutions that you are proposing?	Staples' leading financial position allows the company to invest in its business, expand its products and services and provide customers with the confidence of working with a strong and stable supplier. We have programs that fit every size organization, across all industries. As a private company, Staples considers our market position confidential, however, Staples serves more than 2.5 million small, mid-size and commercial enterprise business customers, including many of the largest and most trusted companies and institutions in the U.S.	*
12	What is your Canadian market share, if any?	Please see our response to Question 11 above.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Staples Contract & Commercial LLC has never been the subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Staples is best described as (a) a distributor/dealer/reseller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Upon request, Staples is willing to provide Sourcewell with specifics of our authorization as a reseller from any of the manufacturers we represent. Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to the Staples/Sourcewell contract. These affiliates include DEX Imaging LLC, a leading nationwide managed print services provider.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Staples is licensed to do business in all 50 U.S. states, Puerto Rico and U.S. territories. Staples is fully compliant with all applicable federal and state laws and regulations. Staples also requires that all third-party companies and subcontractors that may be utilized in the provision of the services contemplated under this RFP hold all required business licenses and certifications required by law. The following are functions where Staples may involve subcontractors in the provision of the products and services contemplated by this RFP: • Delivery: We utilize a combination of our own fleet and carefully selected third-party courier providers to supplement our territory reach as needed. • Service, Installation & Repair: Some product lines, such as managed print services, furniture and facility solutions may involve service, repair and installation functions. • Diversity One Program: Staples has established strategic alliances with highly respected diverse and small business suppliers who have extensive experience serving the public sector and large institutional customers. We will be happy to share additional information with Sourcewell upon request.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Staples Contract & Commercial LLC has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency during the past ten years.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Staples offers hundreds of thousands of products in a host of categories that are necessary for Sourcewell Members to manage and maintain their operations and facilities. These categories are ever evolving as customers' needs evolve but they currently include product categories such as office and school supplies, janitorial products and equipment, breakroom, safety, transactional furniture, print, promotional products, technology hardware and software as well as mobile peripherals including tablets, and more. Staples continues to invest in and expand into these and many other product segments based on customer and industry demand.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Thanks to the collaborative effort of our leadership team and our associates around the world, Staples continuously receives awards and accolades for our service and corporate responsibility.</p> <p>COMPANY RANKINGS</p> <ul style="list-style-type: none"> • #20 on Forbes America's Largest Private Companies list for 2018 • #4 on Modern Distribution Management's Top Jan/San Distributors list for 2018 • #2 on Advertising Specialty Institute's Top 40 Promotional Products Distributors list for 2019 • #63 on National Retail Federation's Top 100 Retailers list for 2019 <p>ENVIRONMENTAL AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • Awarded U.S. EPA's ENERGY STAR Partner of the Year-Sustained Excellence in 2019 for the 10th year • S&P Global Platts Grid Edge Award Finalist 2018 • Ranked #13 among retailers on the 2018 Green Power Top Partnership list from the U.S. EPA • S&P Global Platts Corporate Social Responsibility Award Winner 2017 • Selected as component of the Dow Jones Sustainability Indices in 2017 for the 14th consecutive year • Received the 2016 Alliance to Save Energy's Built Environment Star of Energy Efficiency Award for our commitment to reducing energy consumption and improving efficiency in stores <p>DIVERSITY AWARDS & RECOGNITIONS</p> <ul style="list-style-type: none"> • Lesa Rivers, Director of Supplier Diversity, nominated as one of 2014's Top 25 Women in Power Impacting Diversity by DiversityPlus Magazine • Named one of the 2018 Best Places to Work for LGBTQ Equality by the Human Rights Campaign for eight consecutive years <p>SUPPLIER AWARDS</p> <ul style="list-style-type: none"> • NJPA (Sourcewell) Legacy Award (2015) • HP U.S. Partner to Watch (2017) • HP U.S. Supplies Partner of the Year (2017) • CBRE Supplier of the Year (2017)
19	What percentage of your sales are to the governmental sector in the past three years	<p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$70M in state and municipal government sector sales annually under our Sourcewell awarded contracts. Staples' response to question 19 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
20	What percentage of your sales are to the education sector in the past three years	<p>Staples considers corporate financial information to be proprietary. However, based on our own mutual sales, we achieved over \$160M in education sector sales annually under our Sourcewell awarded contracts. Staples' response to question 20 should be considered as "Trade Secret", as defined by Minnesota Statutes 325C.01, Subd. 5. Exempt from public disclosure under applicable law.</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples holds the following national public sector cooperative contracts:</p> <ul style="list-style-type: none"> • Sourcewell • NASPO ValuePoint • NPP Gov • E&I <p>Staples holds numerous state office products purchasing contracts throughout the U.S, including multiple states that have adopted our existing Sourcewell 010615-SCC Office & Related Supplies contract as their state office supplies contract vehicle. Staples considers corporate financial information to be proprietary.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Staples has the following GSA contracts:</p> <ul style="list-style-type: none"> • 47QSEA19D008T – Schedule 75: Enhanced SIN for Office Supplies & Services/Office Supplies 4th Generation (OS4) • GS-07F-035BA – Schedule 73: Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services • GS-28F-018AA – Schedule 71: Furniture • GS-03F-051GA – Schedule 78: Sports, Promotional, Outdoor, Recreation, Trophies and Signs <p>Staples considers corporate financial information to be proprietary.</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Hillsborough County Public Schools (Florida)	Cristine Jones, CPPB	(813) 272-4370	*
County of Orange (California)	Yarida Guzman	(714) 567-7368	*
County of Sacramento (California)	Craig Rader, CPPO, CPPB	(916) 876-6362	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chicago Public Schools	Education	Illinois - IL	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
Hillsborough County Public Schools	Education	Florida - FL	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
Anoka Hennepin Independent School District #11	Education	Minnesota - MN	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
University of Colorado	Education	Colorado - CO	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*
County of Orange	Government	California - CA	Office Supplies and related products and services	Due to various non-disclosure agreements in place, we do not disclose financial information or specific contract details for our customers.	Proprietary Information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

25	Sales force.	<p>Staples has a national service footprint and provides sales coverage to nearly the entire U.S. The map and listing attached does not include the locations of our remote sales teams and account leaders. We have more than 4,500 sales associates dispersed in every major city and market so that we are close to your Members and can quickly meet their needs. Please see Attachment 2 for details on our sales offices nationwide.</p> <p>Our national account management model leverages a single, centralized point of contact for each participating Member. The Account Manager is empowered to make most decisions regarding pricing, contractual terms and service commitments on a day-to-day basis. Of equal importance is the streamlined internal process we have in place to escalate issues requiring management input or approval. This process enables our Account Managers to provide timely responses to any issue, large or small.</p> <ul style="list-style-type: none"> • Business Development – Responsible for communicating the benefits and value of Staples and our offerings to potential new participating Members • Account Manager – Member's partner to provide insights and recommendations on Worklife Solutions • Category Account Executive – Focuses on specific Staples product categories leveraging their in-depth knowledge and expertise to fully support participating Member needs • Customer Success Consultant – Member's support to help with their day-to-day needs • Site Management Team – Team that proactively ensures compliance of each program in all locations • Category Professionals – Industry experts in facilities, technology, furniture, print and promotional products that provide assessments to recommend efficiencies and savings • Customer Service – Live knowledgeable representatives available to get answers fast while shopping on our ordering site through live chat and standing by to help via email and phone
26	Dealer network or other distribution methods.	<p>Staples is best described as a distributor/dealer/reseller. Staples is authorized to resell all products offered under this proposal by the terms of Vendor Program Agreements (VPA) established with each of our suppliers. Upon request, Staples is willing to provide Sourcewell with specifics of our authorization as a reseller from any of the manufacturers we represent.</p> <p>Staples also intends to utilize certain company affiliates under the Staples, Inc. umbrella to serve as authorized dealers and distributors under this agreement. Any sales by such affiliates pursuant to this agreement would be reflected in a written agreement between such affiliate and Sourcewell participating Member with reference made to the Staples/Sourcewell contract.</p>
27	Service force.	<p>Staples has a national service footprint that provides service and distribution coverage to nearly the entire U.S., with more than 8,900 fulfillment and delivery associates employed directly by Staples and are nationally dispersed throughout the U.S. Additionally, Staples has approximately 550 customer service associates in our call centers, including representatives who process fax orders, answer customer emails and provide agent support.</p> <p>Staples proudly operates the most extensive and technologically advanced distribution network in the industry and Sourcewell participating Members will continue to benefit from a robust national network of fulfillment centers equipped to achieve their next-business-day shipping needs. Our network is strategically located close to our delivery partners, vendors and customers to ensure that we always keep our network costs low. This means getting products to Sourcewell Members accurately, on time, complete and undamaged. Please see Attachment 3 for a list of our fulfillment centers in the U.S.</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Staples, we have a team by each participating Members side, dedicated to serve. Staples owns and operates four North American call centers staffed with highly trained Staples associates. Additional support is provided offshore, as needed, to reduce wait times and ensure ample coverage for our customers nationwide. All customer service associates provide expert support for more than five million customer inquiries per year.</p> <p>To drive higher customer satisfaction, Staples provides:</p> <ul style="list-style-type: none"> • A One & Done Service Culture – With a first-call resolution rate of 90%, we train and empower our associates to resolve issues at initial contact. • Direct Connection to a Live Representative – Participating Members will always reach a Staples Customer Service Representative right away. Our goal is to answer calls within 30 seconds and reply to emails within four hours. • A Knowledgeable, Highly Trained Team – Every call center associate attends a comprehensive three-week training program covering customer service skills, problem resolution and product information. • Proactive Alerts – If a delivery delay is expected, we'll let the Member know. • A Continuous Feedback Loop – We review all customer feedback and if the Member is not satisfied, we follow-up with them to make things right. <p>SERVING SOURCEWELL MEMBERS' NEEDS</p> <p>Our Customer Service Representatives have access to all the details necessary to provide service specific to participating Members' business, and even their location. The Staples Customer Service team is their first line of contact for:</p> <ul style="list-style-type: none"> • Login support and password resets • New user set up and adding ship-to locations • Assisting with online profile management • Aiding with account setup, expedited ordering and research • Pricing inquiries and special orders processing • Delivery and backorder tracking • Billing and tax exemption questions <p>Customer Service is conveniently available Monday through Friday from 8:00 a.m. to 8:00 p.m. EST by email, phone or via live chat on StaplesAdvantage.com.</p> <p>CALL CENTER STRUCTURE</p> <ul style="list-style-type: none"> • Customer Service Representative – Responsible for order entry, issue resolution, providing order status and product information. This individual has ongoing direct contact with participating Member and develops a strong knowledge of the specifics of their account. • Order Resolution Associate – Focuses only on order entry, 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 participating Member 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 important to the business. Coaches both managers and associates to improve the quality of customer interactions. <p>MANAGED PRINT SERVICES</p> <p>DEX Imaging's Managed Print Services help participating Members create a more efficient, customized and sustainable printing network. DEX Imaging's customer service outreach is a multi-faceted group. There is customer service through each touchpoint of the process: initial meeting, implementation, and ongoing management – making up the participating Member's account team. The DEX Imaging Account Sales Manager is their main point of contact for their MPS program and is in contact with the Member from pre-sale forward. Their customer service representative is involved in the coordination and participation for the installation, setup, and provides solutions for various technological devices while overseeing the customer database. Their project manager is responsible for the implementation of their devices from sale to delivery. With any equipment troubles, there is a 3-layer approach. Participating Members will speak to either Customer Service, a Service Engineer or have a Service Technician dispatched, depending on the complexity of their issue. DEX Imaging's service department has a historical 99.98% approval rating, due in large part to the exclusive Customer Care Program we've implemented.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some product and service exceptions and/or additional costs for Hawaii and other U.S. territories. Please see Question 31 below for more details. Staples is not including Canada in the scope of our proposal.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Staples has a national presence in the U.S. If re-awarded the office products agreement with Sourcewell, Staples will continue its established efforts to promote the Sourcewell agreement in compliance with Staples' contractual obligations and the suitability of the Sourcewell agreement for the applicable prospect/customer.</p>

31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Member.</p> <p>Delivery to Alaska or Hawaii. The following additional delivery terms apply for shipments to Alaska or Hawaii: Shipments up to 159 lbs. will be shipped with transit times of two to three (2 to 3) business days. Shipments over 159 lbs. or items which cannot be shipped via normal means, including any items which are classified as hazmat or ORM-D (other regulated materials for domestic transport only), are shipped via ocean freight. Staples' policies prohibit shipment of any fully regulated hazmat items. Such items must be shipped directly from the vendor. Ocean shipments will be delivered approximately fourteen (14) calendar days from the date of shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge to help offset the cost of freight.</p> <p>Every country has specific requirements in which both the exporter and importer must follow; here are some additional specific details for U.S. Territories and Possessions:</p> <p>Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be exported to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door-door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to these locations. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam, and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.</p> <p>Import/Export. If Staples agrees to export Products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any Products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import Products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following Products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or Products prohibited from export by Staples' vendors; (e) Staples will not export Products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.</p>
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Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Staples response to questions 32 through 34 of this section should be considered as "Trade Secret": Staples' strategy for the national promotion of the Sourcewell Contract consists of four fundamental and ongoing approaches that our experience has shown are critical to the contract's success. These approaches are based on leveraging the unique skills and strengths of our business development and account management sales team.</p> <ul style="list-style-type: none"> • Business Development - prospecting and acquisition process o Continue to focus efforts on acquisition of participating Members in the public sector through the Sourcewell contract o Leverage the unique skills and strengths of our mid-market teams for small and medium sized Members and our enterprise teams for larger more complex Members • New Account Management - new account implementation and ramp o Implement accounts with specificity, efficiency and speed o Comprehensive program training • Existing Account Management - existing account communication and penetration o The development and deployment of program tools to ensure individual entity adoption, compliance, loyalty and satisfaction • Ongoing Internal Training and Education o Continue to develop internal training tools that communicate best practices, processes and contractual specifics throughout our salesforce <p>It is our responsibility and our goal to leverage existing communication tools and best practices to successfully support the Sourcewell contract through the acquisition and implementation of new participating Members and the continued service and management of existing accounts. These tools and tactics are further enumerated in our Attachment 4 – Sourcewell Marketing Plan.</p> <p>We have also included representative samples of some of the marketing materials we make available to your participating Members. Actual examples can be provided upon request.</p> <p>The plan:</p> <ul style="list-style-type: none"> • Is a complete lifecycle of internal and external tools that ensures contract promotion through proven best-practices and constant innovation • Relies on the committed resources of the entire Staples organization, supported by our senior management team • Utilizes a full range of tools and technology including, but not limited to: o Online and in-person training tools and techniques o Leveraging the significant investment Staples has made in sales force automation methods to ensure the consistency of message, availability of materials and visibility into progress throughout the entire sales organization. o Internal instructional website presence for sales education o Public-facing website presence for current and prospective Sourcewell participating Members
<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>As detailed in Attachment 4, Staples utilizes digital, social and sales enablement marketing materials to support Sourcewell targeted opportunities as well as mass communication to select customers. Attached is the comprehensive marketing plan that we have developed to support marketing offerings to support Sourcewell Members. Our marketing plan promotes awareness of the Sourcewell contract to your Members utilizing our marketing technology and ecommerce platform StaplesAdvantage.com</p> <p>ACCOUNT BASED MARKETING (ABM) - USER-FOCUSED</p> <p>To ensure compliance, Staples can use digital retargeting and content syndication to proactively communicate to Sourcewell's membership in order to drive location (site) and end user level (conversion) participation. The goal is to improve compliance and revenue of the Sourcewell/Staples contract.</p> <p>STAPLESADVANTAGE.COM/SOURCEWELL MICROSITE</p> <p>Staples also has a public-facing website that educates prospective and existing customers on the Sourcewell/Staples Contracts:</p> <ul style="list-style-type: none"> • Overall Program Highlights • Contract Highlights • Ordering Overview • Product and Service Overview • Contact Information • Messaging from Sourcewell • Link to www.StaplesAdvantage.com/Sourcewell for more information

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our success in driving the Sourcewell contract is directly attributable to the support and participation of Sourcewell itself. In continuing to promote the contract, we see significant benefit in this continued support exhibited through:</p> <ul style="list-style-type: none"> • The ongoing collaboration between Sourcewell and Staples that allows for the optimization of identifying, soliciting and acquiring participating Members and contract participants. • The regular communication of industry and public procurement conditions that will allow Staples to tailor its acquisition and management efforts to contract prospects accordingly. • The identification and creation of opportunities that allow Staples to provide Sourcewell participating Members its entire scope of products and services. While providing an increasingly attractive value proposition for prospective Members and a compelling source of value for participating Members. • Assistance in identifying Sourcewell participating Members to provide account of their contract success, these successes would in turn be used to acquire new participating Members to the Sourcewell/Staples contract. • The co-development of marketing materials and the mutual identification of marketing opportunities including public events and trade shows. • Ongoing availability to meet with Sourcewell, Staples' senior-level leadership and sales management to reinforce the opportunity within the contract and the vital role it plays in Sourcewell's and Staples' mutual ongoing success.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes. At StaplesAdvantage.com, participating Members can do more than just order the products they need. Our site is fully customizable to their unique requirements. StaplesAdvantage.com provides easy online ordering, the ability to set spend limits, approval flows, and charge orders to multiple departments plus transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with over 300 third-party purchasing platforms.</p> <p>EASY ORDERING TOOLS</p> <p>StaplesAdvantage.com provides features and functionalities to streamline participating Members' ordering process while minimizing time spent on purchasing the items their organization needs to succeed. Key features include:</p> <ul style="list-style-type: none"> • Increased Login Security – Website generated welcome email contains a password set up link for customers to create their unique password for enhanced security. • Easy Search & Navigation – New header design for effortless navigation and approvals, orders and shopping lists displayed on the home page for easy access. Search by keyword or item number for a summary of categories and top-ranking items that match their criteria. Narrow results by category, brand or your recently purchased items. Advanced search with auto-suggest terms to find what they want fast and the ability to add to their cart from search to save time. • Shopping Lists – Create, save and share lists of frequently ordered or preferred contract items for faster reordering while maintaining program compliance. • Order Status & Tracking – View details on all orders placed in the past 90 days, track their orders and view proof of delivery. • Online Returns – Process returns by clicking Return an Item from the My Order Status page. • Ink & Toner Finder – Search by brand, model or cartridge number. Our enhanced ink and toner finder also includes past purchases and allows end users to save printer information. Or choose from a range of free recycling options by clicking Recycle Ink & Toner. • Favorite Items – Click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite. • Time to Reorder – View and reorder items ready for replenishment right from your Home page, based on purchasing history. Frequently purchased items now include a list of products purchased over a one-year timeframe. All order management essentials are available in order history: order search, details, tracking and returns, with up to two years of history. • Easy Savings Alternative – Easy savings alternative products are presented on the product page and at checkout if a similar item with a lower price is available. • Customizable Print Products – Personalize business cards, greeting cards, rubber stamps, nameplates and more using your own design or standard company templates. • Robust Help Center – The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more. <p>ONLINE PROCUREMENT CONTROLS</p> <p>Participating Members can achieve greater control over your purchasing with StaplesAdvantage.com, whether integrated with their existing e-procurement systems or on its own. We offer:</p> <ul style="list-style-type: none"> • User & Location Management – Easily add new users, supervisors and account administrators and remove or add shipping locations. • Approval Controls – Establish spending limits and approval routing to track account expenditures by user and department. • Small Order Controls – To maximize efficiencies, implement order controls that prevent users from placing orders under a minimum amount. • Customization Features – Customize your platform with special instructions and messages to keep users in program compliance. <p>MOBILE CAPABILITIES</p>

		<p>Participating Members can order products, track shipments and access their accounts on their tablets or smartphones using our mobile app. Available for Android and Apple devices, features of the Staples mobile app include:</p> <ul style="list-style-type: none"> • Full account information, including recent orders, orders pending approval and custom deals • Scan-to-order functionality • Search, browse and order on the go • One-touch order approvals • Shopping lists for quick replenishment • Ink & Toner Finder • Quick Order entry • Filterable search results • Order status and package tracking • Integration with StaplesAdvantage.com • Secure Remember Me feature for login convenience <p>ONLINE REPORTING</p> <p>Participating Members can easily access on-demand reports on StaplesAdvantage.com</p> <ul style="list-style-type: none"> • User reports provide pertinent user information including approval hierarchy, ordering limits and assigned ship-to or budget center information. • Spending reports provide a summary of purchases by budget center, bill-to, ship-to or individual for up to 24 months, including details on ordering method, order totals, number of orders and average order size. • Budget reports allow you to monitor the variances between spend versus budget. <p>SCALABILITY</p> <p>If a participating Member has a surge in new hires or acquires a new division, their Staples team is ready. StaplesAdvantage.com is fully scalable to meet their changing business needs. We have the infrastructure in place to handle the ordering needs of additional users without affecting website performance. We analyze site capacity levels and plan for additional volume months in advance. We conduct stress tests regularly to ensure optimum site performance and site speeds.</p> <p>MANAGED PRINT SERVICES</p> <p>DEX Imaging's e-info and Patrol work together as an online reporting channel for participating Members' Printer Fleet. The e-info portal allows the client-based management of an account. Using e-info gives Members the ability to manage devices online by ordering supplies, checking status orders, initiating service requests, inputting meter reads, and generally reviewing all accounting facets. This information is extracted from the Patrol Wi-Fi device we install on all printers on the day of delivery. Patrol safely and securely receives real-time printer information from your print network to order supplies and monitor print volumes, providing the necessary information for powerful reports on printing efficiency. No more wasted staff time with supply ordering or meter readings — the Patrol device will let us know when to ship toner or schedule routine maintenance.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs, and any on-boarding resource or training that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Staples can introduce a comprehensive communication campaign prior to program launch to ensure participating Member's employees have a full understanding of their new Staples program. As a standard, we train through online webinars to ensure participating Member's employees across locations and remote users have access to the sessions. Other types of training sessions can be provided, if needed. Our Field Marketing team will customize a plan to maximize program awareness at all your locations, including providing information on available trainings.</p> <p>Tools and support materials are always available at StaplesAdvantage.com/Information. Customized materials can be provided upon request. Training sessions can also be scheduled as needed throughout the life of your program.</p> <p>JANITORIAL TRAINING PROGRAMS</p> <p>To create a successful janitorial program for participating Members, Staples provides customized training programs to demonstrate the best procedures for your staff to use our products. By employing the correct procedures and techniques, Members' facilities staff will dramatically reduce its labor and product costs, increase productivity and improve their sustainability program.</p> <p>We have a dedicated Facilities Technical Training team for both customer and in-house training. This team has an average of 25 years' experience and is certified in the ISSA Cleaning Industry Management Standard, ISSA Cleaning Industry Training Standard, OSHA and GHS standards.</p> <p>We use a library of ISSA-certified training programs along with customized curriculum developed for the specific needs of our customers. Our training materials include process manuals and bi-lingual wall charts. Training methods include onsite and web-based programs, as well as in-person at our training facility in Aurora, Colorado.</p> <p>The courses we provide include:</p> <ul style="list-style-type: none"> • Introduction to cleaning • General safety • Hard floor care • Restroom care • General cleaning • Carpet care • Hazard communication • Customer service <p>Completion of our training program qualifies participating Members' employees for ISSA CITS Master Cleaner Certification.</p> <p>PRINT & MARKETING TRAINING</p> <p>Participating Members will receive customized training and extensive ongoing support from your Staples account team to ensure a successful program launch. Your Print & Marketing Account Executive can provide training for your users. It's our goal to make ordering your print products simple and easy.</p> <p>About four weeks prior to the go live date, our Field Marketing team will create an announcement for Members to send to their users that will help set the tone for their Print program's success. Over the next few weeks we'll follow up with Coming Soon communications to promote program awareness and advantages of your new program with Staples. Staples can send training announcements to users with dates and web-based training details, plus user guides. Their Print & Marketing Account Executive will host trainings, ensuring that their trainer has intimate knowledge of their program details.</p> <p>Once the program launch is complete, participating Member's Print & Marketing Account Executive will continue to monitor the print program to identify areas of improvement and opportunity for increased efficiencies.</p> <p>MANAGED PRINT SERVICES</p> <p>Training for printers and copiers will be performed upon delivery of new equipment and offered through the term of the agreement at no charge. Training is provided by either the DEX Imaging Help Desk Team, Customer Service Team, or our Systems Engineer team. Users will be given key-op training and instructions sheets for better understanding of the equipment. Initial training happens at install and should include all users pointed to a specific device. Multilayer training is available for users of different skill levels. Training will include functionality of the device, operating within the workflow of a specific department, responsible use of the equipment, describing policies set forth by the Administration team as well as general use directions. Ongoing training can be scheduled with the account team and is suggested for new employees, workflow changes, departmental changes and new policies implemented by the facility.</p>
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<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>To remain at the forefront of our industry, we are constantly implementing new and innovative ideas so that we can enhance the services and offerings we bring to our customers. Some of our current innovations include the following: WORKLIFE PRODUCTS & SOLUTIONS With the introduction of our new innovative products we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology, and furniture. <ul style="list-style-type: none"> • Tru Red. Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • NXT Technologies. Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional. Professional-grade facility and pack and ship supplies built to spec and made to perform, with no wasted product or labor. • Perk. Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Union & Scale. Furniture and decor that work together in perfect harmony. There's a collection for every style and work style. BLUPRINT™ SITE ASSESSMENT TOOL The Staples BluPrint app is the industry's first and only mobile solution for site assessments for janitorial and facilities programs. Using this innovative tool, the Staples Facilities Specialist can take pictures of various areas and have a conversation with the facility manager about their recommendations for enhancing current assets. Later, a report is generated that includes those pictures as well as a written description of the recommendation and rationale behind it. Then, the Staples Facilities Specialist shares a customized presentation translating our findings into a straightforward, impactful current versus future state comparison. SMARTSIZE PACKAGING™ Order delivery is a major area of Staples' and our customers shared environmental footprint. Staples has rolled out award-winning SmartSize technology to most of our U.S. fulfillment centers that tailors box sizes to the exact size of the order. In addition to utilizing about 20% less corrugate, SmartSize lessens our use of air pillows by approximately 60%. In addition, it not only reduces packaging waste, but helps optimize the available space of our courier vehicles. ROBOTIC MATERIAL HANDLING SOLUTION Staples recently developed a cutting-edge robotic material handling solution for our fulfillment centers. Unlike other systems in the market today, the automated robotic storage and retrieval system incorporates two types of automated guided vehicles into a unified system that brings both high and low cubic velocity items to a single pick and pack station. This unique robotic material handling solution provides a more efficient and flexible warehousing operation that improves service to our customers. This solution is live in four of our fulfillment centers and is rolling out across our remaining fulfillment centers in the months to come. We are also exploring other potential applications for our groundbreaking technology outside of our fulfillment centers. E-COMMERCE Staples' new strategy is driven by the company's commitment to helping professionals make their workplaces more productive and connected, and to provide products and services designed to help inspire colleagues to do their best, most creative work. Central to our reimagined brand is an upcoming new, interactive digital experience to make it easier for customers to build a workplace that makes every employee's Worklife fulfilling and collaborative. The future online experience will connect customers to products and solutions in a variety of ways, from intelligent content and peer recommendations, to intuitive shopping and buying tools. Recent enhancements include making it easier to find and reorder product, improving basic ordering features and adding more self-service features. PRINT Technological advances are critical to our corporate strategy. Within print, new direct-to-plate, electronic proofing, digital presses, and electronic pre-press are constantly evolving. The internet has changed and improved many business processes. Electronic forms of varying complexities continue to improve overall business processes. The communications infrastructure required to successfully integrate these technologies is also improving. All these technologies, and more, are changing the printing industry. MANAGED PRINT SERVICES Patrol box is a device hardware, firmware and server application that was developed by DEX Imaging's internal R&D department. It is a patented device that uses smart technology for supply replenishment. To date, over 10 patents have been filed for the PrintCounts embedded Patrol device and requisite software.</p>
<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Staples offers a full array of sustainability solutions to help participating Members meet their sustainability goals. As a partner committed to sustainability, we carry a large assortment of eco-responsible products across all our product categories, provide comprehensive environmental reporting and offer industry-leading recycling and waste reduction programs. Our sustainability experts can design a program tailored to each participating Member's goals and our Field Marketing personnel will help promote it to their employees. Please see Attachment 5 for more details.</p>

<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications awarded to the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>ENVIRONMENTAL CERTIFICATIONS ENERGY STAR® CERTIFICATION To improve energy efficiency, we began participating in the ENERGY STAR Building Certification program with the goal of certifying 50% of our active facilities by the end of 2020. At the end of 2018, 51% of our active facilities were ENERGY STAR certified, reaching our goal ahead of schedule. Each certified site has increased energy efficiency by 20% to 30%. For our efforts, Staples has received the EPA's ENERGY STAR Partner of the Year Award for 9 consecutive years.</p> <p>ENVIRONMENTAL PRODUCT CERTIFICATIONS Staples offers a wide array of eco-conscious products that are third-party certified. We track dozens of leading environmental certifications down to the product level, which we can then report to our customers. These items are easily identified in our catalogs and online. Some examples include:</p> <ul style="list-style-type: none"> • ENERGY STAR and EPEAT qualified technology • FSC certified, recycled and alternative fiber-based papers • Green Seal™, UL EcoLogo, and U.S. EPA Safer Choice certified cleaners • AP non-toxic certified writing instruments and art supplies • GREENGUARD, Indoor Advantage and LEVEL-certified furniture <p>ENVIRONMENTAL PARTNERSHIPS & AFFILIATIONS</p> <ul style="list-style-type: none"> • Sustainable Purchasing Leadership Council (SPLC) – This non-profit organization supports and recognizes purchasing leadership that accelerates the transition to a prosperous and sustainable future. Staples is a member of this organization as both a supplier and purchaser. • U.S. EPA ENERGY STAR for Buildings Partner – Staples joined the ENERGY STAR for Buildings program to advance energy efficiency in our operations. • U.S. EPA WasteWise Partner – This voluntary program focuses on helping organizations eliminate waste and increase recycling rates across their operations; Staples joined in 2005. The program has helped us measure and set goals for waste reduction and recycling internally. • U.S. EPA Sustainable Materials Management Electronics Challenge Partner – This voluntary program works to increase the number of electronic devices collected and safely recycled in the U.S. Staples was the first retailer to offer a national office technology-recycling program. • GreenBlue Sustainable Packaging Coalition (SPC) – This non-profit, multi-stakeholder group is dedicated to a more robust environmental vision for packaging. Through strong member support, an informed and science-based approach, supply chain collaborations and continuous outreach, the SPC endeavors to build packaging systems that encourage economic prosperity and a sustainable flow of materials. • GreenBlue Forest Products Working Group – This brings together leading companies that rely on paper, wood and other forest products to share their knowledge and develop innovative solutions to support thriving forests and the forest products industry. • Rainforest Alliance Appalachian Woodlands Alliance (AWA) – We have been working with Rainforest Alliance and several other brands as part of the AWA for several years to explore and test new models for advancing responsible forestry practices in the southeastern U.S. • Carbon Disclosure Project – We have voluntarily reported our greenhouse gas emissions inventory data to this organization since 2005 as part of our commitment to reducing our global carbon emissions. We also share our emissions data with any commercial and enterprise customer who requests it through the CDP Supply Chain program. • EcoVadis – Staples works with EcoVadis, the world's most trusted provider of business sustainability ratings.
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Staples shares Sourcewell and its participating Members' commitment to diversity and offers your choice of two diversity programs to achieve participating Member's diverse and small business supplier spending goals.</p> <p>DIVERSITY ONE PROGRAM We've formed strategic alliances with highly respected and experienced diverse and small business suppliers. Using a rigorous supplier qualification process, our Diversity One program connects participating Members with a certified supplier who will collaborate with Staples to provide a fully managed program that meets the quality standards, service and scope required.</p> <p>We find successful, independently owned and credible diverse companies and help them grow their businesses, create jobs and expand their offerings. Staples provides our Diversity One suppliers with extensive coaching and mentoring to build capacity within their organizations.</p> <p>DIVERSITY TWO PROGRAM With this program, participating Members can access a wide selection of high quality, cost-effective products manufactured by diverse and small business suppliers. Participating Members can benefit from:</p> <ul style="list-style-type: none"> • A wide selection of high-quality products easily identified by MBE and WBE symbols • Products across every category — business essentials, furniture solutions, facility solutions and technology solutions • Detailed reporting and tracking of their diverse product spend • Expert, consultative support from their Staples Account Manager, who will identify opportunities to utilize these product groups and report on the Member's progress <p>Please note that Staples reserves the right to implement a pricing upcharge when setting up a Tier One program for any participating Member.</p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>As Sourcewell's current contract supplier, we plan on increasing our overall value and to continue offering built-in flexibility to accommodate the evolving needs of your participating Members. Our new proposal offers a full-service approach that contains the following elements and molds them into a cohesive, cost-reducing procurement program that is unmatched by other suppliers in our industry:</p> <ul style="list-style-type: none"> • Worklife Solutions – Participating Members can maximize unique supplier consolidation savings through our integrated product and service offering, which includes business essentials, facility solutions, breakroom offerings, business furniture and interior design services, pack and ship supplies, technology products and services, promotional products and print and marketing services. • Financial Strength – You never need to worry about us falling short or cutting corners. Our leading financial position allows us to continually invest in our business and provides participating Members with the confidence of working with a strong and stable supplier. • Dedicated Account Team – We put together a full, dedicated team for participating Members' business. Your Account Manager provides insights and recommendations on Worklife solutions. Your Customer Success Consultant manages your programmatic needs and a Site Management team proactively ensures compliance of your program across all locations. • Category Expertise – Industry experts provide assessments and advice on products and process efficiencies. • Superior Delivery Execution – Rely on free, accurate next-business-day delivery to your locations from our strategically located, state-of-the-art fulfillment centers. • E-Procurement Expertise – Our website provides easy online ordering, the ability to set spend limits and approval flows, line item budget center to charge orders to multiple departments and transactional details to easily reconcile orders. Order management is easy with shopping lists for fast reordering, order tracking, delivery notifications, free returns, reporting and online bill pay. And, we have experience integrating with over 300 third-party purchasing platforms. • Recognized Customer Call Centers – Exceeding your expectations is our highest priority. Our knowledgeable Customer Service team is ready to solve your problem in one call. • Largest Retail Network – Our industry-leading network of U.S. stores gives participating Members easy same-day purchasing solutions. Your employees can make in-store purchases and receive your customer pricing for both office supplies and a full range of print solutions on marketing and print services. Or, use our Buy Online, Pick Up in Store option, and your items will normally be available for pick up in less than one hour. • Managed Print Services – DEX Imaging is completely unique in its approach to manage print. We offer multiple programs in managed print to accommodate the various types of organizations and buying strategies. The programs listed within this RFP are by themselves incredibly flexible, and our ability to cross pollinate between these programs is what truly separates us from the competition. This flexibility allows us to partner with any organization regardless of structure and/or financial limitation. • Incentives & Recognition – Staples Promotional Products' incentive and recognition offering is a full-service program built around strategy, technology, execution and ROI measurement. It is the pairing of these services and the people who bring them to clients that creates differentiation. Providing counsel on the best approach and the best way to invest funds in an incentive program means we will counsel you on methods that save you money as well. We can offer participating Members multiple economical options to meet their requirements. • Corporate Responsibility – We are committed to corporate responsibility and recognize the close connection between our success and our efforts in the areas of environmental sustainability, ethics, diversity and community. • Worklife Magazine – In 2019, we launched the first issue of our quarterly magazine, Staples Worklife. Available online and in print, this magazine is for professionals and offers insights, ideas and practical know-how for decision-makers and problem-solvers. It features exclusive interviews with today's trailblazers and articles written by business and productivity experts. <p>With Staples, our focus is our customers' Worklife needs. Sourcewell participating Members can rely on expertise that helps them make smarter purchasing decisions. With the introduction of our new innovative products we offer tools and systems that help drive solutions in business essentials, breakroom, facilities, technology and furniture.</p> <ul style="list-style-type: none"> • Tru Red – Thoughtfully designed business essentials to help you work, create and innovate better. Quality tested and engineered to last. • NXT Technologies – Tech products to keep your teams connected and productive — whether they're at the office or the airport, a coffeehouse or the couch. • Coastwide Professional – Professional-grade facility and ship and pack supplies built to spec and made to perform, with no wasted product or labor. • Perk – Breakroom essentials designed with quality, value and just the right touch of personality to bring fun and energy to break time. • Union & Scale – Furniture and decor that work together in perfect harmony. There's a collection for every style and work style.
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42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Staples is willing to explore providing goods and services to Sourcewell participating Members located outside the U.S. Sales to such locations will be made in accordance with the operational requirements of our non-U.S. businesses, as well as the requirements of applicable local law. Please note that expanding the use of this contract into other countries will require addenda to the contract, as Staples uses separate legal entities in its non-U.S. operations. *
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Table 9: Warranty and Performance Standards

Describe in detail the warranties applicable to the equipment or products included in your proposal, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do warranties cover all products, parts, and labor?	<p>Supplier expressly warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all office products sold to Buyer. Supplier expressly warrants that all Supplier-branded Office Products provided by it are: (1) merchantable; (2) of good quality and workmanship; (3) free from defects, latent or patent, in material, design, and workmanship for whichever period is shorter, either (a) one year from the date of purchase, or (b) as otherwise specified on the packaging of the Office Products; (4) fit, sufficient and safe for their intended purpose and for the particular purpose for which they were designed; and (5) in conformity with Supplier's samples, if any.</p> <p>CUSTOM-IMPRINTED PRODUCTS</p> <p>Prior to Supplier's production of custom products such as print or promotional items and items which contain a corporate or personal logo, name or other marking of Buyer (hereinafter "Print Products"), Supplier shall submit to Buyer samples or an appropriate proof of each item, for Buyer's written approval of the Print Products. Buyer agrees to promptly review any items submitted to Buyer for approval under this section.</p> <p>Supplier warrants that Print Products in their unaltered, unmodified form are free from defects in design, workmanship and materials and are in compliance with the specifications agreed to by the Parties. In the event any defects in design, workmanship or materials, or material deviation from the specifications or claims made by Supplier, are discovered by Buyer, Buyer's sole and exclusive remedy shall be, at Supplier's sole election, for Supplier to replace the defective Print Product at Supplier's expense or to credit Buyer's account for the net amount actually paid by Buyer to Supplier for the applicable Print Product, provided that Supplier is reasonably certain that the warranty claim is valid and was not caused by Buyer.</p> <p>The following terms apply when Members provide content for Staples to reproduce:</p> <p>Buyer Warranty. Buyer represents and warrants that it owns or has the right and license to use, adapt and reproduce Buyer Property. Buyer represents and warrants that Buyer Property shall not infringe or misappropriate any patent, trademark, trade secret, mask work, copyright, design or any other proprietary right of any third party, and complies with all applicable federal, state and local laws, regulations, and rules. Buyer grants to Supplier a non-exclusive, worldwide, royalty-free and fully paid up right and license to use, reproduce and incorporate Buyer Property solely in connection with Supplier's obligations hereunder. Supplier acknowledges that, as between Supplier and Buyer, Buyer owns, controls and shall retain all ownership rights in and to Buyer Property. All proprietary rights and goodwill in the Buyer Property shall inure to the benefit of Buyer and not Supplier. Supplier shall acquire no intellectual property rights in the Buyer Property by reason of its use thereof, and if, by operation of law, or otherwise, Supplier is deemed to, or appears to, own any intellectual property in the Buyer Property, Supplier shall, at Buyer's request, execute any and all documents necessary to confirm or otherwise establish Buyer's rights therein. Buyer acknowledges that, as between Supplier and Buyer, Supplier owns, controls and shall retain all ownership rights in and to Supplier's proprietary systems and business processes and any designs, artwork, prototypes, or other materials prepared or produced by or for Supplier.</p> <p>Buyer's Property means the trade names, logos, artwork, forms, trademarks, copyrights, trade devices, trade dress, service marks, symbols, abbreviations, registered marks, indicia of ownership, information, representations, descriptions, classifications, characterizations, statements, or language contained in or on any print or electronic content or materials provided to Supplier by Buyer in connection with Supplier's performance hereunder.</p> <p>To the extent permitted by applicable law, Buyer shall indemnify, defend and hold harmless Supplier for any third party claims, suits, judgments, and costs instituted or recovered against Staples for any alleged or actual infringement</p>

		<p>of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party resulting from (i) Buyer's breach of Buyer's warranty related to Buyer Property; or (ii) Supplier's use of Buyer Property in accordance with the specifications provided by Buyer.</p> <p>SERVICES WARRANTY Supplier warrants that the Services shall meet or exceed generally accepted standards in the industry and shall meet any required specifications mutually agreed upon by Supplier and Buyer. Staples' labor services are warranted for one year.</p> <p>MANAGED PRINT SERVICES Each of the programs contract includes supplies, service/maintenance, and parts. DEX Imaging also offers a Lifetime Performance Guarantee on all products and services. Provided that equipment is maintained and serviced under a DEX Equipment Maintenance & Supply Agreement (EMS), DEX Imaging guarantees it. If a unit is not performing up to manufacturer specifications/expectations and DEX Imaging is unable to repair the unit, it will be replaced at no charge.</p> <p>GENERAL WARRANTY DISCLAIMER These warranties are exclusive and in lieu of all others, whether oral or written, express or implied. Supplier specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.</p>	
44	Do warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see our response to Question 43 above.	*
45	Do warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see our response to Question 43 above.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	<p>Our proposal includes service to all geographic areas in the continental U.S. and Alaska. There are some exceptions for Hawaii and other U.S. territories. Staples is not including Canada in the scope of our proposal.</p> <p>For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer.</p>	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>For products purchased through Staples, all manufacturer warranties are passed on to the Member and upheld. Staples will reasonably assist in coordinating the repair or replacement of the product by the manufacturer. Please see our response to Question 43 for more details.</p> <p>MANAGED PRINT SERVICES Service is included on all print devices covered under your MPS contract. DEX Imaging performance guarantee extends beyond manufacturer warranty. Please see our response to Question 43 for more details.</p>	*
48	What are your proposed exchange and return programs and policies?	<p>If for any reason you are not completely satisfied with a product purchased from Staples, you may return it within the applicable return period. We will gladly accept returns of a product in resalable condition with its complete and original manufacturers' packaging intact and undamaged, including Universal Product Code (UPC), manuals and parts and a copy of the packing slip. At any time, you can call our Customer Service team to submit a return or use our no-hassle online return process offered through StaplesAdvantage.com. Your delivery driver will pick up the returned item, so no shipping expense is required from you. Credit for returned items is issued once the items are received at the Staples fulfillment center. 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.</p> <p>RETURN PERIODS BY PRODUCT</p> <ul style="list-style-type: none"> • Office Supplies, School Supplies and Facilities Supplies – 30 Days • Software (unopened)* – 30 Days • Opened or defective software may be exchanged for the same title and version within 30 calendar days of receiving the software. • Technology Items and Business Machines – 14 Days • Furniture – 14 Days after delivery (Only products in new condition, unassembled and in original packaging are eligible for return. A restocking fee may apply. Special-order or non-stocked furniture is not returnable, unless such products arrive damaged or defective.) • Non-Stock Products – Not returnable unless damaged/defective (within 30 days) • Custom-Imprinted Products – Not returnable unless damaged/defective <p>FACILITY SUPPLIES & EQUIPMENT We gladly accept the return of stock merchandise within 30 days from the date of delivery. Large orders and merchandise returned after 30 days may be subject to a restocking fee. Additional charges may be incurred for shipping and handling of hazardous or oversized materials. Partial cartons of hazardous materials cannot be returned. Equipment, including custom configured equipment, returns are subject to applicable manufacturer terms and restrictions.</p> <p>FURNITURE</p>	

If for any reason you aren't completely satisfied with a furniture product, or if a product arrives damaged or is found to be defective, you may request to return it within 14 days of its delivery. Sourcewell participating Members can contact your Customer Service team to initiate the return process. The product must be returned to Staples with its complete and original packaging intact (original UPC code, packaging materials, instructions, manuals, etc.). Special order, customized, manufacturer-direct shipped or assembled items are not returnable, unless such products arrive damaged or defective.

PRINT & MARKETING SERVICES

Custom imprinted products are not returnable unless damaged or defective. These items may include, but are not limited to, all business cards, business forms, letterhead, promotional products, products customized per customer's specifications and products that have been imprinted with the customer's trademark, trade name, service mark and/or logo. Staples can work with participating Members throughout the design and proofing process to ensure your print products match your exact specifications. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.

PROMOTIONAL PRODUCTS

Should a product arrive damaged or defective, please contact our Promotional Products Customer Care team to report it within 48 hours of receipt. Based on the specific damage or defect, Staples will either replace the item or issue a credit to your account. We conduct a thorough analysis of all damaged or defective products to ensure quality issues are corrected at our production facilities.

TECHNOLOGY PRODUCTS

At any time, Sourcewell participating Members can contact your Staples Technology Solutions (STS) Customer Service Representative for a Return Authorization (RA) number before returning any product. All returns/replacements must be in their original packaging and in resalable condition. We are unable to accept returns of non-stock, obsolete or special-order items that were ordered incorrectly. If product is being returned due to an error by STS, our Customer Service Department will provide a return authorization (RA) number and call tag to pick up the product. Returns of certain IT hardware are governed by the policies for return supported by the distribution source and manufacturers used. These may limit returns of non-defective items to a certain time period. They may limit returns of items once opened. They may include specific restocking fees. STS will actively work on behalf of Sourcewell to minimize and mitigate the impact of these limits and fees. We will ship replacement product on the same day that STS is made aware of the situation, as long as it is prior to 3:00 p.m. EST.

MANAGED PRINT SERVICES

DEX Imaging offers multiple programs which gives us the ability to provide a replacement or service loaner machine, if existing isn't operating up to standard, under our Performance Guarantee. Our rental programs also allow flexibility to change equipment if your environment circumstances change – i.e. you can swap out a Mono Printer for a Color Printer. Our Hot Spot Program is also available for devices that are under rental. Under this program, devices can be replaced on the fly, keeping critical areas at a 99.9% uptime.

DAMAGED/DEFECTIVE ITEMS

Please call your Customer Service team to return damaged or defective products. Your account will be credited when returned merchandise is received back into inventory. We conduct a thorough analysis of all damaged or defective products to ensure that our manufacturers correct any quality issues.

IMPORTANT NOTES ABOUT ALL 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 31 of the year to which they correspond.
- For health and safety reasons, food, beverages, first aid and medical products cannot be returned.
- For similar reasons, janitorial and sanitation products (such as cleaning chemicals) can only be returned in unopened and unaltered original case quantities and packaging.
- 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.
- Neither party shall be liable for any consequential, incidental, special or exemplary damages arising out of or in connection with the sale, delivery, use or performance of the product. In no event shall Staples be liable (whether in contract, tort or otherwise) for damages arising out of or relating to a breach of any warranty or the sales, delivery, installation, use or performance of the product that exceed the purchase price of the product.
- Additional charges may be incurred for the shipping and handling of

		<p>products classified as hazardous or oversized materials. Partial cartons or opened containers of hazardous materials cannot be returned. It is your 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.</p>
49	<p>Describe any service contract options for the items included in your proposal.</p>	<p>Staples offers a number of lease/service agreement options to meet Sourcewell Members' unique product and/or service needs. These lease options may include the following products and/or services and may require additional signed agreements between Staples and the requesting Sourcewell Member:</p> <p>Coffee: We provide the coffee brewer, installation; maintenance and service through the term of the lease as long as the minimum spend requirements are met for coffee products. Minimum spend requirements vary by type of brewer.</p> <p>Water: Program offered is a lease agreement – the customer pays established fees per month and Staples installs, maintains and services the filtration unit. The customer pays for the number of 5-gallon water bottles delivered to them and has an option to lease a water dispenser if desired – or they can choose to use their own 5-gallon water dispenser.</p> <p>Ware Wash: Utilizes equipment that dispenses chemicals into a commercial dishwasher and Diversey provides the installation and the service as part of the customer's purchase of the Diversey chemicals through Staples.</p> <p>Managed Print Services. DEX Imaging's Managed Print Services help participating Members create a more efficient, customized and sustainable printing network. We can help Sourcewell's participating Members customize a solution that utilizes a vendor neutral strategy which allows us to provide service and support for most print models and devices.</p>

50	Describe any performance standards or guarantees that apply to your services (back-orders, retired products, substitutions, order delays or problems, metrics, etc.).	<p>Delivering your order complete, correct, undamaged and on-time is as important to us as it is to you. Our Supply Chain Quality Assurance team partners cross-functionally within the Staples organization to drive an outstanding customer experience. This means we strive for orders to be picked complete and correct, delivered on-time to the correct location, without damages or defects, every day. The Staples' Supply Chain Quality Program includes:</p> <ul style="list-style-type: none"> • Quality Assurance Supervisors and Leads located in each of our fulfillment centers to drive process improvements • A central Supply Chain Quality Assurance team that develops tools and processes to help local Quality Assurance teams identify and address defects within the order fulfillment process • Conducting weekly interactive and cross-functional collaboration forums to share best demonstrated practices and trends within the business • Tracking key metrics on a daily, weekly and monthly basis <p>THE PROOF IS IN THE NUMBERS</p> <p>We track a variety of metrics to measure quality and service throughout our fulfillment and delivery operations.</p> <ul style="list-style-type: none"> • Fill Rate – Calculated as the percentage of in-stock items shipped from your primary fulfillment center. Our fill rate for 2018 was 97.1%. • Missing & Wrong Rate – Calculated as the percentage of total orders with an error. We count each issue within one order as separate errors. Our missing and wrong rate for 2018 was 0.37%. • Returns Rate – Calculated as the percentage of returns placed. When returns occur, we have processes in place to credit you quickly. Our returns rate for 2018 was 1.45%. • Delivered by Date Confirmed – Calculated as the percent of fulfilled shipments (excluding dropship) where all cartons were delivered on or before the date promised at order confirmation. Our delivered by date confirmed rate for 2018 was 92%. <p>If quality levels fall below expectations, we use a combination of root cause analysis and process improvement techniques to identify and resolve the problem. Our continuous improvement processes have resulted in year-over-year quality level improvement.</p> <p>BACKORDERS</p> <p>Staples goes to great lengths to stock the right assortment of products to meet our customers' needs. We use sophisticated inventory models to ensure that items are stocked in the right fulfillment centers and in the right quantities. We continuously gather customer input to determine which products to include in future stocking models, including the slower moving but necessary ones.</p> <p>Staples' fulfillment logic can source an item from the next closest fulfillment center or a wholesaler when an item is temporarily out of stock. This platform technology allows Staples to fulfill a high percentage of orders immediately. Orders filled by wholesalers are married up with your Staples orders for seamless, on-time delivery. During the implementation process, Staples can work with participating Members to eliminate wholesale items from your core list to offer the best selection of items at the optimal price.</p> <p>Users on StaplesAdvantage.com can also confirm that an item will be delivered the next business day by viewing the Expected Delivery Date notification which automatically displays per item during check out. The checkout page displays a banner when there's an out of stock item. This provides the end user with the opportunity to choose a replacement the item, if preferred.</p> <p>When backorder situations occur, customers receive an email notification alerting them of the delay and of the expected delivery date.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	What are your payment terms (e.g., net 10, net 30)?	<p>Staples' standard payment terms are Net 30 days. Each participating Member will remit all invoice payments, including all taxes on its product purchases to Staples in thirty (30) calendar days from receipt of invoice, unless otherwise agreed to in writing by Staples and Member. In the event a participating Member fails to comply in any material respect with the foregoing payment terms, Staples may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Member's location(s) by written notice to such participating Member and to Sourcewell.</p>

52	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Staples is flexible and utilizes multiple third-party leasing sources for eligible Staples customers. Participating Members may have an existing relationship with their own choice of leasing providers, and we may work with that provider if mutually agreed to. Leasing terms and conditions vary by lease provider and the requirements of the acquisition and are determined as the solution is developed and the leasing source is finalized. Our broad range of leasing options is flexible so that you can tailor the length, acquisition type and amount of your payments to meet your business' needs. Lease options include capital or operating lease options, giving you end of term options to keep (own), upgrade or return assets. Leases may allow for certain soft expenses like service, software and accessories to be include in the monthly payments for an asset acquired under lease. Staples can work with your organization to help finalize the option that best suits your needs.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Staples operates as a reseller/distributor and does not have a dealer network. Our key business goals center on helping our customers simplify the ordering process, eliminating hidden costs in the procurement process and enhancing delivery accuracy. We offer a variety of ordering methods to achieve these goals: <ul style="list-style-type: none"> • Online via StaplesAdvantage.com • Mobile App • Electronic Data Interchange (EDI) • Third-party interface • Buy Online, Pick Up in Store • Telephone (toll-free number) ORDER FULFILLMENT PROCESS <ol style="list-style-type: none"> 1) Order Placement – Once Staples receive the participating Member's order, it is entered into our order management system. Our system manages customer requirements and validates each order as it is placed. 2) Order Sourcing & Routing – Once in our system, the order goes through a standardized process that determines how to fill the order. The system chooses the best location to source the item, either from the primary or secondary fulfillment center or from a wholesaler — whichever will provide the shortest delivery time for the customer. 3) Box Creation – Next, the warehouse management system creates the optimal box size for each order. Our system analyzes the dimension and weight of each product to ensure their order is protected against damages without excess packaging material. Each carton receives a unique barcode to track it throughout the order cycle in our package tracking system. 4) Order Picking & Quality Control – Fulfillment associates pick orders, inspect for quality and pack orders for shipment. Methods for picking orders include pick-to-light, robotic picking and system-generated tasks to pick everything from a full pallet of paper to an individual toner cartridge. Sophisticated conveyor systems direct cartons through the required pick zones, through Quality Control for final inspection and then finally onto the correct truck for delivery. We perform regular analysis to ensure every order is a complete order — delivered the next business day, without substitutions or damaged, wrong or missing items. 5) Delivery – Once the source for an order is determined, our order management system determines the best method for delivery. Package tracking information uploads into our system once the fulfillment center processes the order for shipping. This tracking system reduces delays, errors and provides visibility to Customer Service Representatives and delivery associates. Customers can check the status of their orders through package tracking on our e-commerce site without contacting customer service. QUARTERLY REPORTING TO SOURCEWELL Staples understands this requirement and has the ability to provide quarterly reporting as requested. However, further discussion is requested on the distribution methods for reporting due to the size and scope of the metrics and transactions to be included.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes. Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express and Discover) may be used at the time of purchase. However, P-cards may not be used to pay invoices.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
55	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Staples proposed pricing model is designed to take advantage of our industry leading assortment of products, equipment and services. The offering includes a large number of net priced items on the Core List that facilitates price stability on office supplies, school supplies, facility solutions, breakroom products, technology products, furniture and other business essential supplies.</p> <p>Additionally, there is pricing for services and manufactured items like managed print services, promotional products, and printing. Rounding out the offering is non-core pricing that will take advantage of leveraging Staples' strength as one of the largest sellers of office supplies on the Internet.</p> <p>Today, market-based pricing provides full visibility and disclosure of pricing. Successful online sellers like Staples invest in systems and intelligence gathering to strive to ensure that market-based prices are set and maintained in a market-competitive structure.</p>

56	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Staples proposes the following pricing structure:</p> <p>Core List. The “Core List” represents net priced items which are inclusive of those products predicted to be the most commonly used products by Sourcewell and its participating Members. Prices for Core List items provided under this contract are set forth in Exhibit 1. The prices for Core List Items, excluding Premium Products may be updated biannually on August 1st and February 1st of each year during the term that this contract in effect. Staples may request a price change adjustment for Core List items by submitting a price change addendum to Sourcewell thirty (30) days prior to August 1st and February 1st to reflect changes in stock availability, market conditions, buying expense, tariffs and other factors that affect the overall cost of such items.</p> <p>The prices for Premium Products may be updated quarterly of each year during the term that this contract in effect. Premium Products are defined as toner, ink, IT hardware, copy paper and furniture that Members purchase from Staples.</p> <p>Extraordinary Market Events. Staples reserves the right to reasonably adjust a Core Item’s price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on products. Any such adjustments shall be noticed to Sourcewell with thirty (30) days prior written notice accompanied by supporting documentation. Staples will work with Sourcewell and affected Members to identify alternative products to mitigate the impact of the foregoing where possible.</p> <p>Updated Items. For purposes of contract management, Staples may provide to Sourcewell an updated report no more than once a calendar quarter, which shall identify the SKU numbers and prices for the new items that Staples and Sourcewell have added, as well as SKU numbers for items that have been removed from the from the Core List. Staples may from time to time propose substitutions to Core Items. Sourcewell agrees that it will not unreasonably withhold its consent.</p> <p>Custom Pricing; Rebates & Incentives; Other Terms. Staples may offer additional pricing discounts, rebates and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.</p> <p>Non-Core Items. The prices for Non-Core Items shall appear on StaplesAdvantage.com and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items. Notwithstanding anything to the contrary, Non-Core Items are not subject to customer audit or any pricing guarantee, nor shall Non-Core Items be subject to the Change Request process set forth in this Section 4.</p> <p>Sourced Goods. Members may request certain goods that are non-stock or custom in nature. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.</p> <p>Pricing Exhibits. Please see our Pricing Exhibits for pricing details on the following categories:</p> <ul style="list-style-type: none"> • Exhibit 1 – Core List Pricing • Exhibit 2 – Print & Copy Program • Exhibit 3 – Promotional Products Program • Exhibit 4 – Staples Technology Solutions • Exhibit 5A – Managed Print Services Capabilities • Exhibit 5B – Managed Print Services Pricing • Exhibit 5C – Managed Print Services Sample Agreement <p>Tier One Diversity Program. Staples reserves the right to implement a pricing upcharge when setting up a Tier One program for any Participating Member to reflect the additional cost of the diversity supplier’s program.</p>
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57	Describe any quantity or volume discounts or rebate programs that you offer.	Our proposal reflects updated attributes related to pricing, rebates and incentives based on our experience with Sourcewell participating Members' behaviors and desires, as well as market conditions. Staples may offer additional pricing discounts and/or incentives to an individual participating Member based upon commitments and variables that may include, but not limited to, Member size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements. Members receiving custom pricing or incentives may be required to sign a Participation Agreement with Staples.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Staples customers frequently request we source goods and services on their behalf that could be non-stock or custom in nature and are within the scope of our sourcing and distribution capabilities. Staples will also facilitate access to these "Sourced Goods" and services to Sourcewell and its participating Members. Despite having hundreds of thousands of items available through our e-commerce site, Staples customers often have unique product sourcing needs that range from forklifts to industry-specific proprietary items. To fulfill these unique requests for our customers, Staples maintains a highly specialized non-stock procurement team available to assist our customers with these unique requests. Users can submit special order requests directly through our e-commerce site or through your Staples Account Manager. The non-stock procurement team works diligently to fulfill your product needs quickly and at the lowest possible cost. The prices for Sourced Goods shall be those prices that appear on the ordering platform at time of order, or as otherwise established between Staples and the applicable participating Member at the time the order is placed. Sourced Goods may include additional delivery or handling charges that would be the responsibility of the ordering Member.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be additional services available which are associated with certain products, including, but not limited to: furniture, facilities, technology, or water/coffee dispensers, etc. which at the option of the Member may be purchased or leased at the time of order/agreement. The costs for such services shall be paid to Staples by the Sourcewell Member. Additionally, there may be some items, typically furniture, where there may be an additional fee charge by the manufacturers that will be passed along to the ordering participating Member.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Staples does not apply additional charges or fees for standard delivery. However, there are some special exceptions where a delivery or special handling fee may apply. Most fees will be displayed in your shopping cart on StaplesAdvantage.com upon ordering. Common delivery exceptions that require a surcharge include: <ul style="list-style-type: none"> • Furniture unpacking or assembly o Stair Carry for upper floor inside deliveries (lack of freight elevator or access to same) o Handling support for facilities that do not operate a fully functioning dock • Expedited deliveries • Deliveries outside Staples' standard distribution area (Alaska and Hawaii) • Bulky, fragile, or heavy items such as fireproof file cabinets, cases of water, soda, ice melt and chemicals • Or as otherwise indicated on our website at the time of purchase. Surcharges are calculated on a per-order basis. Freight will be listed as a line item charge for all Staples Promotional Products orders.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Staples reserves the right to charge fees to the following locations unless otherwise mutually agreed between Staples and the participating Member. Delivery to Alaska or Hawaii. The following additional delivery terms apply for shipments to Alaska or Hawaii: Shipments up to 159 lbs. will be shipped with transit times of two to three (2 to 3) business days. Shipments over 159 lbs. or items which cannot be shipped via normal means, including any items which are classified as hazmat or ORM-D (other regulated materials for domestic transport only), are shipped via ocean freight. Staples' policies prohibit shipment of any fully regulated hazmat items. Such items must be shipped directly from the vendor. Ocean shipments will be delivered approximately fourteen (14) calendar days from the date of shipment. All shipments to Alaska or Hawaii will be subject to a 25% surcharge to help offset the cost of freight.	

Every country has specific requirements in which both the exporter and importer must follow; here are some additional specific details for U.S. Territories and Possessions:

Delivery to Puerto Rico. The following additional delivery terms apply for shipments to Puerto Rico: Shipments up to 150 lbs. will be shipped with transit times of two (2) business days. Shipments over 150 lbs. are shipped via ocean freight. Any goods classified as ORM-D (other regulated materials for domestic transport only) will also ship ocean freight, regardless of weight. No hazardous goods can be exported to Puerto Rico. Transit time is approximately seven to ten (7 to 10) business days from door-door. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to U.S. Virgin Islands. The following additional delivery terms apply for shipments to the U.S. Virgin Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately three (3) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No hazardous goods can be exported to these locations. Any goods classified as ORM-D (other regulated materials for domestic transport only) will ship ocean freight, regardless of weight, and will require an additional five (5) days of transit time. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees, and other costs (including freight) will be charged back to Buyer on a separate invoice.

Delivery to American Samoa, Guam, Northern Mariana Islands. The following additional delivery terms apply for shipments to American Samoa, Guam, and the Northern Mariana Islands: Shipments up to 150 lbs. will be shipped UPS WorldShip, using the most commercially advantageous WorldShip service available, with transit times of approximately five (5) business days. Products weighing over 150 lbs. will be shipped via ocean freight. No ORM-D goods or hazardous goods can be exported to these locations. Buyer is responsible for all customs or tax filings or applications necessary to effect the importation of the Products. Delays may result from Buyer's failure to satisfy all customs clearance requirements. All taxes, fees and other costs (including freight) will be charged back to Buyer on a separate invoice.

Import/Export. If Staples agrees to export Products from the U.S. to Buyer's locations outside the U.S. (including but not limited to Mexico, Canada and all U.S. Possessions and Territories) (for these purposes referred to as "Other Locations"), the following applies: (a) Staples will not be the Importer of Record for any Products shipping to Other Locations. Buyer or Buyer's agent shall nominate a customs clearing agent to act on its behalf and to facilitate the import customs clearance process. Buyer shall be responsible for obtaining any documentation, such as special permit(s) or license(s) that may be required to import Products; (b) Buyer shall be responsible for payment of any customs clearance and duties and taxes and the full freight cost of the shipment; (c) Staples will not provide Certificates of Origin (C/O) or Free Trade Agreement certificates; (d) Staples will not export the following Products: ORM-D (Other Regulated Materials-Domestic); consumables; and/or Products prohibited from export by Staples' vendors; (e) Staples will not export Products to Other Locations in the event any export restriction applies; and (f) Staples will not accept returns from Other Locations unless agreed in writing.

62 Describe any unique distribution and/or delivery methods or options offered in your proposal.

Staples delivers an average of 675,000 cartons per day. Our delivery experience, combined with our advanced distribution network, makes us the industry leader. We recently increased the square footage across our 24 strategically located fulfillment centers, ensuring we have more product in stock for next-business-day deliveries. Staples uses a combination of our own fleet, national delivery services, Staples-exclusive carriers and third-party couriers to ensure the fastest, most efficient delivery options for our customers. Our third-party couriers undergo a rigorous evaluation process and we require them to meet our customers' service level agreements. Staples couriers are selected based on the caliber of their management and delivery drivers, their equipment and, more specifically, their ability to provide timely and excellent customer service.

PREMIUM DELIVERY OPTIONS

As part of each participating Member's account setup, we may meet to discuss the individual needs and develop delivery protocols that make it easy to do business with Staples. Our normal delivery hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Requests for premium delivery service are vetted by our internal transportation team prior to approval. Examples of delivery service exceptions we have approved in the past include:

- Specific delivery windows (before noon, after 10:00 a.m., etc.)
- Desktop delivery (desk to desk)
- Inside delivery (specific floor)
- Mailroom delivery (by floor)
- Delivery to copy areas (where we leave a fixed number of cases of paper per mailroom, in some cases, stocking the shelves)
- Loading boxes through an X-ray machine prior to making delivery

Additional costs may apply for premium services and is customized based on each participating Member's specific requirements.

SAME-DAY DELIVERIES

Same-business-day delivery can be investigated as a possibility by contacting Staples Customer Service. To ensure all appropriate process checks are completed, we recommend a cut-off time of 11:30 a.m. local time. To account for added transportation costs and courier fees incurred on our end, we do require a separate charge for same-business-day requests.

Our industry-leading network of U.S. stores gives participating Members easy same-day purchasing solutions. Your employees can make in-store purchases and receive your customer pricing for both office supplies and a full range of print and marketing solutions. Or, use our Buy Online, Pick Up in Store option, and your items will be available for pickup in less than one hour.

There are some exceptions to same-day delivery service. The delivery location must be within 50 miles of a Staples fulfillment center. Further, the fulfillment center must have the capacity to handle the request that day. In addition, the following items cannot be delivered same day:

- Furniture
- HAZMAT items (this includes items that contain Lithium batteries)
- Liquid
- Food and beverage items
- Custom items
- Drop ship or special-order items
- Orders containing more than six SKUs

BUY ONLINE, PICK UP IN STORE

Participating Members can purchase a wide variety of items on StaplesAdvantage.com and pick their items up in one hour or less at any of our U.S. retail stores. This allows your users to buy within your established purchasing program, with your contract rules and pricing, for same-day purchases. Users can even filter by Pick Up in Store to make those emergency purchases quicker.

PRINT TO STORE

Participating Members can also use Staples' Print to Store option to print directly from their computer to any Staples retail location for pickup. From black & white or color printing to binding and booklet options, Print to Store offers more than 2,000 finishing configurations for your employees' printing needs. Print to Store bills directly to your Staples account, ensuring compliance and more robust tracking while providing easy, on-the-go printing services for your remote and traveling employees.

Participating Members can upload and reconfigure their documents, save their files for future reordering and proof all orders online before submitting. At any time, they can submit their orders right from their desktop to Staples, with delivery to any Staples retail location.

STAPLES PROMOTIONAL PRODUCTS

Staples Promotional Products has a 500,000 square foot contract decoration and distribution center in Orange City, IA. This facility does embroidery, screen print, laser engraving, digital heat transfer, and more. We have pick-to-voice technology and use a pack-right shipping system to cut boxes to the order size. Our facility is centrally located for distribution throughout the U.S. We also use FedEx as our preferred shipper but can utilize any major carrier service. As of 2019, it's also moved to achieve zero waste to landfill status.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	Staples supplies a significant number of government agencies and numerous GPOs and cooperative procurement organizations that range in size, geography, purchase volume, guarantees, logistic expenses, incentives, manufacturer support and other contractual terms/requirements. Additionally, Staples provides a wide variety of products and services, including many that are customized and therefore, based on customers' specifications. As a result, while pricing may vary, Staples feels that its proposal provides competitive pricing and exceptionally strong value-added attributes.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>At Staples, we take our national contract obligations seriously. We have a long history of providing accurate pricing and conducting compliance audits with Sourcwell and its participating Members. To maintain contract compliance, we continually verify our pricing data and hold ourselves accountable to the highest internal pricing standards. As such, we have multiple processes in place to ensure pricing accuracy and consistency. For example, national contract pricing is managed and maintained by a single, knowledgeable and experienced pricing team. This ensures that all pricing is consistent with the contract terms and requirements. We also review pricing on a regular basis and compare it to the contract pricing requirements. This further guarantees that your participating Members receive pricing that is consistent.</p> <p>Staples may also work with manufacturers to frequently spot-check and audit pricing and discounts that are applied to customer orders. Additional audits and periodic pricing checks may be conducted randomly throughout the term of the contract to add an extra level of protection and audit control as deemed necessary to maintain our pricing integrity.</p>
65	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Unless otherwise mutually agreed to in writing by Sourcwell and Staples, and except as stated below, Staples will pay Sourcwell an administrative fee of one and half percent (1.5%) of the Members' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty five (45) days after the end of each calendar quarter.</p> <p>An exception to the above 1.5% admin fee would be that Staples will pay Sourcwell one half of one percent (0.5%) administrative fee for participating Members' aggregate Net Sales under the managed print services ("MPS") program of the Contract and one quarter of one percent (0.25%) on technology product Net Sales.</p> <p>Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, and also excluding purchases made via staples.com, or any Staples retail channel.</p>

Table 14: Catalog Solution Description

Table 14: Indicate below the features and capabilities of your office supplies catalog solution (Yes | No) and provide supplemental descriptions as needed.

Line Item	Feature	Yes No *	Description
66	Display item description, catalog price, contract price, and photo (if applicable)	<input checked="" type="radio"/> Yes <input type="radio"/> No	StaplesAdvantage.com displays item description, photos and the participating Members' contract pricing. However, the site does not show catalog pricing. All products include images, full description and detailed product specifications, with partial graphic support for wholesaler items on StaplesAdvantage.com.
67	Enhanced catalog content (stock availability, ship/delivery date, product reviews, filters, comparables, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Search by keyword or item number for a summary of categories and top-ranking items that match your criteria. Narrow results by category, brand or your recently purchased items. Advanced search with auto-suggest terms to find what you want fast and the ability to add to your cart from search to save time.
68	Order tracking and order history	<input checked="" type="radio"/> Yes <input type="radio"/> No	Members can view details on all orders placed in the past 90 days, track your orders and view proof of delivery.
69	Customized member portal or punchout	<input checked="" type="radio"/> Yes <input type="radio"/> No	Members can customize their platform with special instructions and messages to keep users in program compliance.
70	Member preferred products listing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Depending on the situation, Staples may identify preferred items with a customizable On Contract or Core Item icon that can contain your own message. For example, individual participating Members can opt for it to display (Member) Contract Item instead of On Contract. This message will appear with the icon wherever product information is displayed. Users will see the icon on product pages, shopping lists, shopping carts and order status screens. Members can also click the heart icon on product tiles and pages to easily add items to a shared or personal shopping list that can be made a favorite.
71	Member blocked item removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	Upon mutual agreement between the participating Member and Staples.
72	Multiple ship-to locations	<input checked="" type="radio"/> Yes <input type="radio"/> No	User and Location Management allows Members to easily add new users, supervisors and account administrators and remove or add shipping locations associated with user profiles.
73	Display of eco-label or green certifications or attributes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
74	Search by eco-label or green certifications or attributes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Eco-conscious and recycled items are identified with icons on our search pages and item descriptions, making them easy to find from any search or shopping list.
75	Tiered approvals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Members can establish spending limits and approval routing to track account expenditures by user and department.
76	Help function	<input checked="" type="radio"/> Yes <input type="radio"/> No	The StaplesAdvantage.com Help Center enables customers to search help topics, manage their account, track or return orders, view or print their packing slip, get pre-paid address labels to recycle ink and toner and more.
77	Live chat	<input checked="" type="radio"/> Yes <input type="radio"/> No	Our e-commerce site offers a proactive chat feature that helps users quickly find the products they need by interacting with a live agent. This feature helps reduce the time spent searching for and comparing products. By providing more product intelligence prior to purchasing, live chat also decreases returns and helps ensure the best product solution is selected for the purchaser.
78	Integration with member eProcurement/ERP platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Staples has experience integrating with over 300 third-party purchasing platforms.

Table 15: Industry Specific Questions

Line Item	Question	Response *
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some internal metrics used to measure success with the contract include number of participating Members under the contract, geographic distribution of participating Members, sales and number of orders by participating Member and year over year sales growth. Additionally, success metrics can be mutually established and measured in scheduled business reviews between Staples and Sourcewell. Having serviced Sourcewell participating Members for many years, we know that we need to continually raise the bar in our national contract performance. As a current Sourcewell awarded supplier, we commit to increasing our overall value with the built-in flexibility to accommodate the evolving needs of your participating Members.

80	<p>If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>Staples is committed to providing high quality products that last, leading to fewer returns, fewer reorders and less frustration for our customers. To uphold this commitment, we capture reporting and regularly audit the quality of the products we source from suppliers, as well as from Staples-exclusive products. Staples' strict product sourcing process assures that products offered are genuine by sourcing products only from OEMs and authorized resellers to mitigate the risk of cloned, fake or counterfeit products that could potentially put Sourcewell Members at risk.</p> <p>ANNUAL VENDOR REVIEWS</p> <p>We only source from the most trusted and reputable suppliers in our industry, including leading wholesalers and brands such as 3M, HP, Avery and HON. We conduct annual vendor contract reviews to measure our suppliers' quality performance. We evaluate the number of returns placed on their products as well as general customer satisfaction survey feedback. At 1.45%, our low product-return rate is a testament to our relentless focus on quality.</p> <p>PAPER & WOOD-BASED PRODUCT SOURCING POLICY</p> <p>We also actively work with our key paper suppliers to ensure transparency into their sourcing and production methods with respect to environmental and social responsibility. The majority of our paper suppliers have achieved chain of custody certification with one or more programs, including the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Approximately 90% of the paper products we sell by weight in the U.S. are manufactured and/or distributed by vendors with FSC chain of custody certification, including brands like Domtar, International Paper, Georgia Pacific, Kimberly Clark, 3M, Esselte, Fellowes, Marcal and others. Our Paper and Wood Based Product Sourcing Policy forms the foundation of our commitment to ensure the paper products we sell are sourced in an environmentally and socially responsible manner. It also defines our expectations for suppliers of paper-based products. The policy focuses on four key areas:</p> <ul style="list-style-type: none"> • Protecting forest resources and communities by seeking to source certified products • Reducing demand for virgin wood fiber • Sourcing from suppliers committed to environmental excellence • Promoting responsibly sourced paper and wood products to our customers <p>PROGRAMS & PARTNERSHIPS</p> <p>We collaborate with a few key non-profits to help us improve paper and wood product sustainability. This includes partnerships with the Rainforest Alliance on the Appalachian Woodlands Alliance and various projects with the Forest Products Working Group (FPWG), an initiative of GreenBlue.</p> <p>PRODUCT BRANDS EXCLUSIVE TO STAPLES QUALITY ASSURANCE</p> <p>Product brands exclusive to Staples are subject to a comprehensive Quality Assurance program that includes:</p> <ul style="list-style-type: none"> • Product Design – Product brands exclusive to Staples are designed to meet or exceed national brand equivalent specifications. • Factory Certification – Production facilities in developing countries undergo third-party audits to uphold our standards for social responsibility and to guarantee practices are in place to deliver quality products. • Rigorous Testing & Inspection – All products are engineer-tested for quality in leading independent labs. Inspectors pull samples from the production line to confirm that products are manufactured to our exact specifications before they ship to our warehouses. • Continuous Monitoring – Throughout a product's lifecycle, inspectors pull samples for follow-up lab testing to certify that the product still meets our specifications. <p>MONITORING PRODUCT QUALITY</p> <p>On the rare occasion that a product fails to meet a Member's satisfaction, we offer fast and easy resolution methods:</p> <ul style="list-style-type: none"> • Purchasers can return any item using our no-hassle online returns process or by contacting Customer Service. • We arrange driver pickup for all product returns at no cost to participating Members. <p>We thoroughly analyze damaged or defective items and ensure our manufacturers address the underlying quality issue. Your Staples Account Manager will share corrective actions and report on progress during regular business reviews.</p>
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81	Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.	<p>PRODUCT CERTIFICATIONS & ECO-LABELING</p> <p>Within our core product assortment, we have identified thousands of items that meet third-party standards and certifications. This is a significant subset of our total assortment of nearly 15,000 products with environmental features, which includes products with recycled content or other design features like solar powered, rechargeable and refillable. The certifications and standards we track include:</p> <ul style="list-style-type: none"> • AP certified non-toxic • Bluesign certified clothing product • BPI compostable • Cradle to Cradle certified • EcoLogo certified • ENERGY STAR qualified • EPA Comprehensive Procurement Guidelines • EPA Design for the Environment (DfE) for Pesticides registered • EPA Safer Choice registered • EPA WaterSense certified • EPEAT qualified • EWG verified • Fair Trade certified • Food Alliance certified • Forest Stewardship Council (FSC) certified • GREENGUARD certified • Green Seal certified • Indoor Advantage certified • Level certified • Made by a Certified B Corporation • Made Safe certified • PMA non-toxic • Rainforest Alliance certified • Roundtable on Sustainable Palm Oil (RSPO) certified • Sustainable Forestry Initiative (SFI) certified • USDA Certified Biobased Product • USDA Organic <p>We are continually improving our ability to capture and track products with environmental certifications in our systems, as well as increase the number of products that meet credible third-party environmental certifications.</p> <p>PACKAGING OPTIMIZATION</p> <p>To help reduce waste at Members' facilities, Staples has engineered our order fulfillment process to minimize packaging and shipping materials on supply deliveries. Simultaneously, we ensure that all deliveries are properly protected in order to arrive to you intact.</p> <ul style="list-style-type: none"> • SmartSize™ – Staples has rolled out award-winning technology to the majority of our U.S. distribution centers that tailors box sizes to the exact size of the order, reducing use of corrugate and air pillows. To further reduce the environmental impact of our delivery process, we use boxes made from 35% to 100% recycled material. This approach to packaging results in an annual carbon footprint reduction of more than 30,200 tons, equivalent to 120,000 trees. • Box Logic – Our warehouse management system uses a series of algorithms that automatically choose the smallest delivery box from eight standard sizes, based on the combined dimensions of items in the order, reducing packaging waste. • Wholesaler Initiatives – As part of our fulfillment process, Staples utilizes three national wholesalers to support our product requirements. We work diligently with these suppliers to confirm they are reducing shipping materials for our customers. The products shipped by our wholesalers undergo similar sizing analysis by their computer systems. <p>Reducing packaging waste is important to our commitment to help the environment. In addition to the internal initiatives above, we're actively working with customers to minimize packaging waste by reducing the frequency of small orders through order consolidation. These initiatives have reduced packaging and shipping materials by up to 20% for some customers.</p> <p>PACKAGE PROTECTION</p> <p>Staples has invested in air pillow dunnage technology to safeguard the product we ship. These air pillows:</p> <ul style="list-style-type: none"> • Are designed to provide maximum protection with a minimum use of material, reducing the amount of packaging required • Can be re-used • Can be deflated prior to disposal, reducing original volume by over 90% • Can be recycled when given to your delivery driver or sent back when making a return • May be returned for recycling to local Sealed Air sites by calling the Sealed Air phone number on the cushion or may be recycled commercially as #4 plastic • Provide high BTU energy contents in municipal incineration
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<p>82</p>	<p>Describe your capabilities related to member need for collection and recycling of toner and ink cartridges, batteries, packaging, etc.</p>	<p>Staples offers our customers a wide range of convenient no- and low-fee recycling services. Check out Staples Recycling Services or speak with your Account Manager for more details on our programs.</p> <ul style="list-style-type: none"> • Ink & Toner Cartridges – Staples provides free delivery driver pick-up and mail-back service. Simply work with your delivery driver to pick a location for regular pick-up or print a mail-back label from StaplesAdvantage.com. • Technology – We offer low cost options for responsible and secure technology recycling including certificate of recycling and optional serial number tracking services. You can order prepaid recycling kits, boxes and pallets for larger items through StaplesAdvantage.com. Staples' tech recycling partner ERI Direct is e-Stewards and R2 certified at all locations for responsible e-waste management practices. • Furniture – Talk to your Account Manager for details on recycling, decommissioning and donating office furniture. Staples customers can trade in their old outdated cubicle systems and furniture to Davies for a credit towards Grade A like-new remanufactured furniture by Davies from leading brands like Knoll, Steelcase, Haworth and more. Alternatively, Staples can direct customers to other furniture donation and recycling options like IRN. • Lamps, Ballasts & Batteries – We offer mail-back recycling services on StaplesAdvantage.com. Simply order the right-size container, fill it with your goods and put it in the mail. Pricing is inclusive of packaging, shipping and recycling. • Other Hard-to-Recycle Items – Divert hard-to-recycle waste from landfills with Staples' Zero Waste Boxes. Simply fill, close and ship. StaplesAdvantage.com box prices include all shipping and recycling fees. Use our Zero Waste Boxes to recycle coffee pods, breakroom waste, binders, safety supplies, writing instruments and more.
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83	Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)	<p>According to industry research, employees making purchases outside a procurement program can increase operating costs by anywhere from 25% to 45%. Reducing maverick spend can dramatically impact the effectiveness of your procurement program. Staples uses multiple strategies to keep program compliance high and costs low.</p> <p>MINIMUM ORDER SIZE Unless otherwise mutually agreed to by Staples and a Sourcewell participating Member, Sourcewell and its Members shall have a minimum order size of \$35.00 per order.</p> <p>ORDER CONSOLIDATION: REDUCING SMALL, INEFFICIENT ORDERS Industry statistics show the average cost for processing a single order transaction can be as high as hundreds of dollars depending on the organization and payment processing systems. Placing small, frequent orders incurs these costs with each order, which can be significantly reduced by order consolidation. We'll educate your end users to adopt more efficient behaviors, such as:</p> <ul style="list-style-type: none"> • Ordering bi-weekly or monthly, instead of weekly or daily • Coordinating ordering with other departments • Determining frequently ordered items and ordering enough for a week • Anticipating projects that may require more supplies than usual and consolidating these supplies within regularly scheduled orders <p>Benefits of order consolidation include:</p> <ul style="list-style-type: none"> • Reduced order processing costs • Fewer deliveries and invoices to process • Less packaging, label and invoicing paper waste • CO2 savings from fewer truck deliveries <p>INCREASING MEMBERS' ONLINE ORDERS The most efficient way for end users to order from Staples is through our e-commerce site or their e-procurement system. An order placed by phone costs Members significantly more than an order placed electronically. We'll educate participating Member's end users on online order placement.</p> <p>Benefits include:</p> <ul style="list-style-type: none"> • Reduced order processing costs • Faster and easier ordering • Fewer ordering mistakes - fewer product returns • Real-time tracking of product delivery status <p>Staples can communicate ordering best practices to their end users during the implementation process and on a continuous basis through client-approved customized flyers, newsletters and emails.</p> <p>ONLINE COMPLIANCE CONTROLS StaplesAdvantage.com also drives program compliance with features like:</p> <ul style="list-style-type: none"> • The ability to customize their home page with messaging to communicate key program rules (such as minimum order requirements) and guide purchasers to preferred-item shopping lists • Shared or personal shopping lists populated with commonly ordered or preferred core items • Optional spending and approval controls that eliminate inefficient and costly small orders <p>RETAIL PURCHASING PROGRAM & IN-STORE PURCHASING Today, customers can use the Buy Online, Pick Up in Store option and Print-to-Store to get what they need, when they need it for same day purchases. Or, they can take advantage of our Retail Purchasing Program, which ensures customers can shop in stores to receive their custom pricing or in-store sale price, whichever is lowest at the time of purchase, in any Staples store throughout the U.S.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Attachment 1 - Staples Bank and Trade References.pdf - Thursday January 23, 2020 12:11:28
- [Marketing Plan/Samples](#) - Attachment 4 - Sourcewell Marketing Plan.pdf - Thursday January 23, 2020 12:11:38
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Staples Pricing Exhibits 1-5.zip - Thursday January 23, 2020 13:16:09
- [Additional Document](#) - Staples Additional Attachments.zip - Thursday January 23, 2020 13:16:19

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joanne Harris, Chief Commercial Officer - Staples, Staples Contract & Commercial LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

SOURCEWELL PROGRAM AGREEMENT

“DRAFT VERSION”

This Sourcewell, formerly NJPA, Program Agreement (“Program Agreement”) by and between **[INSERT BUYER’S NAME]** (“Buyer”) and **Staples Contract & Commercial LLC**, operating as Staples (“Staples”) is made effective as of **[INSERT EFFECTIVE DATE]** (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.** 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 Staples will pay Buyer the standard annual Sourcewell volume rebates as provided by the Sourcewell Program.

6.2 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.

9.0

Additional Terms. The following additional terms and conditions are hereby added to the terms and conditions of the Program Agreement:

[INSERT ANY ADDITIONAL TERMS]

INSTRUCTIONS FOR SECTION 9.0 Keep Section 9.0 in this Agreement if you want to add additional terms to this Agreement that are not included in the Sourcewell Agreement. When using this Section, make sure to (a) remove the bracketed and all highlighted language in 9.0 and (2) remove these instructions and all highlighting.

[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]

STAPLES CONTRACT & COMMERCIAL LLC

By its authorized agent:

By its authorized agent:

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Address for Notices:

Staples Contract & Commercial LLC
500 Staples Drive
Framingham, MA 01702

ATTN: _____

ATTN: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

Email: _____

Email: _____

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

July 23, 2020

**Agenda Item 6.3: Contract Renewal: Hoopla Online Digital Services,
Midwest Tape**

TO: Sacramento Public Library Authority Board

FROM: Jarrid P. Keller, Deputy Director

RE: Contract Renewal: Hoopla Online Digital Services, Midwest Tape

SUGGESTED ACTION(S):

Adopt Resolution 20-23, renewing the contract with Midwest Tape’s Hoopla for online digital eBook, eAudiobook, music and video services, for a period of one year in an amount not to exceed \$450,000 per year.

BACKGROUND:

REASON FOR RECOMMENDATION

A continuing goal of the library is to furnish patrons with relevant and up-to-date online resources in the most current formats. Hoopla has enabled the Library to provide a robust online streaming platform, expanding access to eBooks, eAudiobooks, streaming movies, music and television shows on multiple devices, including computers, phones, tablets, Smart TVs and other in-home streaming tools. Unlike traditional online resource products that subscribe to a “one book, one user” model, hoopla allows simultaneous uses of resources, providing patrons instant access to high-demand material, without the need to place holds or wait for material to become available.

Digital books and audiobooks have been an amazing success for the library, with over 2.6 million circulations in Fiscal Year 19-20. Digital checkouts now account for more than one-third of the Library’s total circulation. Hoopla circulations have increased 70% in the last quarter of this fiscal year as our community, faced with COVID-19, turned to the library and our digital resources more than ever. Hoopla allows library virtual offerings to expand to feature films, art-house films, documentaries and TV shows. In addition to streaming video, Hoopla has allowed the library to expand access to eBooks and eAudiobooks, and provide a resource where all titles are always available. This service has been especially valuable these past few months, and Hoopla’s Bonus Borrows program with Midwest Tapes has provided an additional 1,100 titles free to check out. Hoopla continues to offer an easy-to-manage collection, no platform fee and the opportunity to meet the increasing demand for digital resources in a cost-effective way.

FISCAL IMPACT

No additional funds are sought. This purchase would allocate \$450,000 of the collection budget to hoopla for FY 20-21.

ATTACHMENT(S):

[6.3 Contract Renewal - Hoopla Online Digital Services, Midwest Tape - RES 20-23.pdf](#)

[6.3 Contract Renewal - Hoopla Online Digital Services, Midwest Tape - EXH A SIGNED CONTRACT.pdf](#)



Sacramento Public Library Authority

RESOLUTION NO. 20-23

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

APPROVING A SERVICE CONTRACT WITH HOOPLA FOR ONLINE DIGITAL EBOOK, EAUDIOBOOK, MUSIC AND VIDEO SERVICES FOR A SUBSCRIPTION WITH AN INITIAL ONE-YEAR SERVICE PURCHASE IN THE AMOUNT NOT TO EXCEED \$450,000.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. Approve the renewal of the service contract with Hoopla for online digital eBook, eAudiobook, music and video services for an additional one year and authorize expenditures in an amount not to exceed \$450,000.
2. The Library Director is authorized to sign all documents related to this agreement consistent with the requirements of the Authority’s Contracts and Procurement Policy.

Sue Frost, Chair
Eric Guerra, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Hoopla Online Digital Services agreement between the Sacramento Public Library Authority and Midwest Tape.



hoopla® Service Agreement

This hoopla Service Agreement ("Agreement") is made as of this 26 day of July, 2018 ("Effective Date") by and between SPL (the "Library"), and Midwest Tape, LLC.

Whereas, Midwest Tape offers its hoopla digital service ("hoopla," the "Service," or the "hoopla Service") to libraries to allow authorized library patrons to access digital media content using smart phones, tablets, computers, and web browsers;

Whereas, the Service is comprised of a digital media platform that includes content in multiple formats (e.g., movies, television programs, music, audiobooks, eBooks, and comics) and is designed to be accessible 24/7 in accordance with circulation limits (if any) and other settings established by the user's library system; and

Whereas, the Library wishes to make hoopla available to the Library's authorized users ("Patrons");

Now, therefore, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

I. DEFINITIONS. The following definitions apply wherever those terms appear in this Agreement:

"Digital Media Application" means one or more computer programs maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain smart phones, computer tablets, and/or other mobile devices. The Digital Media Application currently bears the name "hoopla."

"Digital Media Platform" means one or more computer programs owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the Digital Media Application, hoopla digital Website, and hoopla Library Administration Website.

"Digital Titles" means any and all movies, television programs, music, audiobooks, eBooks, comics, and other audio or visual works that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

"hoopla Library Administration Website" means a Midwest Tape website that may be accessed and utilized by the Library to manage content available to Patrons in the Digital Media Platform, and to administer Library policies in regard to Patron use of the Service.

"hoopla digital Website" means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, download, and/or return Digital Titles.

"Intellectual Property Rights" means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under the laws of any governmental authority.

"Library Website" means a website owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.



“Marks” means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, and trade dress associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

“Midwest Tape” means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of distributing media content in digital form to libraries and library users via the Digital Media Platform.

“Service Partners” means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Service.

“Title Summary and Promotional Data” means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

“Vendor” means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Service to the Library.

II. LIBRARY RIGHTS & OBLIGATIONS.

Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Digital Media Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Service and pursuant to this Agreement; (b) promoting awareness and authorized use of the Service, including via postings on the Library Website(s); and (c) establishing and implementing Library-specific policies in regard to use of the Service by the Library and Patrons, consistent with this Agreement and the requirements of the Digital Media Platform.

Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to the Library above in this Section II, the Library shall have no right in or to, or ownership of, the Service, Digital Titles, Digital Media Platform, hoopla digital Website, hoopla Library Administration Website, Digital Media Application, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by Midwest Tape in connection with this Agreement. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Service and/or the Digital Media Platform, or to make, sell, or distribute any variations or derivative works of the Service and/or the Digital Media Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), and to use its best efforts to prohibit Patrons from engaging in activities that infringe on these rights, and to refrain from facilitating such activities. In addition, the Library will comply with all other requirements communicated by Midwest Tape with respect to any Intellectual Property Rights and the Marks.

No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles. Accordingly, the Library may not offer any Digital Titles as a performance in order to entice Patrons or the general public to come to an event, sponsored by the Library or otherwise.

General Obligations. To facilitate the successful introduction of the Service to, and use of the Service by, Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Service is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Service and can assist in the promotion and the use of the Service by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla



digital Website on the Library Website's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Service; (e) manage all funds designated or appropriated for use of the Service; (f) participate in the implementation of the Service at the Library, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Service; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Service and the Library Website, as well as reasonable technical services to support and maintain the Service during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Service and/or the use of the Service, including any changes that could impact the process of Patron authentication.

Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Service into the Library Website or other systems.

Use of the hoopla Library Administration Website. The Library agrees that it is solely responsible for managing its use of the hoopla Library Administration Website and using that website as designed, including by establishing, verifying, and maintaining any settings and controls regarding use of the Service by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

Library Website. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Website. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Service with the Library's own Library Website or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Website, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Service.

Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Service, responding to Patron questions regarding the functionality and technical requirements of the hoopla digital Website and the Digital Media Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, expressed or implied, to anyone concerning the Service, Digital Titles, Digital Media Application, Digital Media Platform, hoopla digital Website, and/or hoopla Library Administration Website.

Compliance with Applicable Laws and Regulations. The Library will, at its own expense, comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with the Library's performance under this Agreement.

Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, hoopla Library Administration Website, hoopla digital Website, and Digital Media Application.



III. FEES, PAYMENTS & REPORTING.

Advance. On or before the Effective Date, the Library shall remit to Midwest Tape an advance/down payment ("Advance") in the amount of \$_____, i.e., the amount indicated in Appendix A for the Library's service-area population. These funds will be applied toward payment of future invoices for transactions in the Per Circulation Program, described below, unless the Library notifies Midwest Tape on or before the Effective Date that the Library instead prefers to use such funds to pay Midwest Tape for hoopla promotional materials, events, or communication efforts in connection with the introduction of the Service to Library Patrons. Upon written notice to Midwest Tape, the Library may choose to send additional funds to Midwest Tape to reestablish or replenish the Advance.

Per Circulation Program. The Library shall pay Midwest Tape a Per Circulation Fee for each Circulation of a Digital Title. A "Circulation" occurs when the Library or a Patron using the Service, via the Digital Media Application or the hoopla digital Website, selects "borrow" and thereby obtains the opportunity to access, view, stream, or temporarily download a Digital Title for a specific period of time that is terminated either (i) upon expiration of the applicable borrowing period for that Digital Title, or (ii) when the Digital Title is returned before the end of the applicable borrowing period for that Digital Title. Midwest Tape shall be entitled to payment of a fee for each Circulation, regardless of whether the Digital Title is actually accessed, viewed, streamed, or downloaded during that circulation period. The "Per Circulation Fees" for individual Digital Titles are listed in the hoopla Library Administration Website and are subject to change from time to time. The Service allows for an unlimited number of Circulations of each of the Digital Titles that are available to the Library's Patrons, so that multiple Patrons may access the same Digital Title(s) simultaneously via multiple transactions.

Invoicing and Payment. Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period, in which Circulations occur. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies upon the Library's written request.

Reporting. Through the hoopla Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

IV. TERM AND TERMINATION.

Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided at least sixty (60) days' advance written notice of non-renewal.

Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, by providing the other Party with sixty (60) days' advance written notice.



Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under Section III of this Agreement for a period of at least thirty (30) days.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Service, Digital Media Application, Digital Media Platform, Digital Titles, Marks, Metadata, and Promotional Postings; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

V. MIDWEST TAPE RIGHTS & OBLIGATIONS.

The hoopla Service. Midwest Tape and/or its Service Partners will: (a) host and support the Service as provided in this Agreement; (b) designate an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Service; and (c) provide the Library with access to the hoopla Library Administration Website, which offers tools to enable the Library to manage use of the Service, including in regard to Patron borrowing limits, lending policies, title blocking, ratings- and user-advisory settings, usage dashboard, and reporting.

Ownership of Vendors's Intellectual Property. Subject to the provisions of this Agreement, Vendors retain all of their Intellectual Property Rights in and to the Vendor's Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Service.

Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Service, Digital Media Platform, Digital Media Application, hoopla digital Website, hoopla Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape Intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

Modifications to Digital Media Platform. Midwest Tape has the right to modify, at any time, the Service, Digital Media Platform, Digital Media Application, hoopla digital Website, hoopla Library Administration Website, and other aspects and features of hoopla in Midwest Tape's sole discretion, in order to develop, modify, or improve operations, performance, or functionality.

Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Service; (b) set or adjust the applicable Per Circulation Fee(s); (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the hoopla Library Administration Website, or other means of major modifications to the functionality of the Service.

Promotion of the Service. Midwest Tape may, at its own expense and in its own discretion, publicize the Service and communicate with the general public and Patrons regarding the availability, features, and use of the Service, Digital Titles, Digital Media Platform, and Digital Media Application.

Support. Midwest Tape will support the Service by maintaining help files, information, and other appropriate documentation and training materials. Midwest Tape will undertake reasonable efforts to help the Library perform the Library's obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Service.



Midwest Tape will supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Service. Midwest Tape will make technical support personnel available for feedback, problem-solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the System, Digital Media Platform, Digital Media Application, hoopla digital Website, and hoopla Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Service as they become available (the "Secondary Support"). Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided by Midwest Tape to Patrons will be in Midwest Tape's sole discretion.

Midwest Tape will use reasonable efforts to provide continuous service. Permissible down-time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside the control of Midwest Tape. Scheduled down-time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

VI. MISCELLANEOUS.

Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY WARRANTIES EXPRESSLY PROVIDED BY MIDWEST TAPE IN THIS AGREEMENT, MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter. Confidential Information includes, without limitation, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential



Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. Confidential does not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any successor carrying on that part of the business to which this Agreement relates or to any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

Midwest Tape, LLC:
PO Box 820
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

Library: _____

Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

Entire Agreement. This Agreement is an integrated Agreement containing the entire understanding between the Parties regarding the subject matter of this Agreement, and, except for the representations, warranties, and promises expressly set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by either Party as an inducement to enter into this Agreement. This Agreement prevails over all prior communications or agreements between the Parties or their representatives regarding the subject matter hereof.

[Remainder of page intentionally left blank.]



Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

Name of Library: SACRAMENTO PUBLIC LIB

MIDWEST TAPE, LLC

By: Rivkah K SASS

By: Susan Basco

Print Name: RIVKAH K SASS

Print Name: Susan Basco

Title: LIBRARY DIRECTOR

Title: VP Finance Dev.

Date Signed: 4/24/2018

Date Signed: 7/13/19



Appendix A

Advance Schedule

Population of Service Area	Advance in U.S. Dollars
> 1,000,000	\$ 100,000
500,000 - 999,999	\$ 75,000
300,000 - 499,999	\$ 50,000
200,000 - 299,999	\$ 35,000
100,000 - 199,999	\$ 25,000
50,000 - 99,999	\$ 12,000
16,000 - 49,999	\$ 3,000
0 - 15,999	\$ 1,000

Service Agreement Advance

(Fill in according to Schedule Above)

Population of Service Area	Advance
	\$

July 23, 2020

Agenda Item 6.4: Contract Approval - Furnish Two Electric Bookmobiles

TO: Sacramento Public Library Authority Board

FROM: Cathy Crosthwaite

RE: Contract Approval - Furnish Two Electric Bookmobiles

SUGGESTED ACTION(S):

Adopt Resolution 20-24, approving the award of a contract to furnish two (2) full electric bookmobiles to Phoenix Motorcars for a total contract amount not-to-exceed \$377,338.

REASON FOR RECOMMENDATION:

On July 3, 2020, staff released Request for Proposal (RFP) SPLBID1143 Full Electric Bookmobiles General Specifications and Delivery with a due date of July 16, 2020. The deadline for written question submissions was July 8, 2020 and the deadline for the Library to respond was July 10, 2020. The Scope of Services included:

- Provide two (2) full electric bookmobiles per Library specifications;
- Delivery of vehicles to Sacramento within 8-10 months of signed contract.

Two proposals were received. The proposals accepted were from the following organizations:

- Phoenix Motorcars
- Summit Bodyworks

An evaluation team was formed, consisting of the Library Director, two Deputy Directors, and a City of Sacramento Associate Engineer specializing electrical engineering. On July 20, 2020, the team gathered to evaluate RFPs and to recommend to the Board, the bidder who can best provide the services requested in the RFP. The RFPs were scored on the following four key areas:

- 30%-Ability to Meet Specifications
- 20%-Delivery and Speed of Service
- 20%-Qualifications and References
- 30%-Cost

Based on the scoring of RFP responses, the evaluation team recommends that Phoenix Motorcars be awarded the contract to furnish two (2) full electric bookmobiles.

FISCAL IMPACT

Total fiscal year costs are as follows:

FY 20/21-\$377,338.

Funds are provided from two sources, The Sacramento Metropolitan Air Quality Management District (\$200,000) and a grant from the California State Library's "Bringing the Library To You" initiative, in the amount of \$235,000.

ATTACHMENT(S):

[6.4 Contract Approval - Furnish Two Electric Bookmobiles - RES 20-24.pdf](#)



Sacramento Public Library Authority

RESOLUTION 20-24

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

AUTHORIZING THE LIBRARY DIRECTOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH PHOENIX MOTORCARS TO FURNISH TWO (2) FULL ELECTRIC BOOKMOBILES.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The Library Director is hereby authorized to negotiate and execute, with the assistance of legal counsel, a contract with Phoenix Motorcars, for the purchase and furnishing of two (2) full bookmobiles in an amount not to exceed \$377,338. The terms of any contract shall be consistent with the requirements set forth in the grant awards from the Sacramento Metropolitan Air Quality Management District and the California State Library.
2. The Library Director is authorized to sign all documents related to this contract within the approved terms and consistent with the requirements of the Authority’s Contracts and Procurement Policy.

Sue Frost, Chair
Eric Guerra, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

None



July 23, 2020

Agenda Item 6.5: Grants, Gift and Donations and FY 19-20 Budget Amendment

TO: Sacramento Public Library Authority Board

FROM: Johnny Ea, Finance Manager

RE: Grants, Gift and Donations and FY 19-20 Budget Amendment

SUGGESTED ACTION(S):

Adopt resolution 20-25, Ratifying the Acceptance of the Grants, Gifts and Donations for the period March 1, 2020 through June 30, 2020 and Approving Amendments to the FY 2019-20 Sacramento Public Library Authority Budget.

REASON FOR RECOMMENDATION:

See attached report

ATTACHMENT(S):

[6.5 Grants Gifts and Donations Report and FY 2019-20 Budget Amendment - Staff Report.pdf](#)

[6.5 Grants Gifts and Donations Report and FY 2019-20 Budget Amendment - RES 20-25.pdf](#)

[6.5 Grants Gifts and Donations Report and FY 2019-20 Budget Amendment - EXH A.pdf](#)



July 23, 2020

Sacramento Public Library Authority

Agenda Item 6.5: Grants, Gifts and Donations Report and FY 2019-20 Budget Amendment

TO: Sacramento Public Library Authority Board Members

FROM: Johnny Ea, Finance Manager

RE: Grants, Gifts and Donations Report and FY 2019-20 Budget Amendment

RECOMMENDED ACTION(S):

Adopt Resolution #20-25, A Resolution Ratifying the Acceptance of the Grants, Gifts and Donations for the period March 1, 2020 through June 30, 2020 and Approving Amendments to the FY 2019-20 Sacramento Public Library Authority Budget.

REASON FOR RECOMMENDATION

Donations

The Branch Friends of the Sacramento Public Library donated \$11,317 for use in the branches system-wide for books and materials, programs, supplies, and general donations. The detail for these donations follows:

Friends of the North Natomas Library	\$10,047
Friends of the Colonial Heights Library	\$650
Friends of the Fair Oaks Library	\$303
Friends of the Pocket-Greenhaven Library	\$300
Miscellaneous Branch Friends Affiliates	\$17

The National Network of Libraries of Medicine contributed \$5,099 for a Brain Health Initiative grant to develop programming and materials to assist Alzheimer’s patrons and their caregivers.

The Muriel Flitcroft Trust bequeathed \$10,000 for the benefit of the Belle Cooledge Library.

The Institute of Museum and Library Services contributed an additional \$50,000 Library Services & Technology Act (LSTA) federal grant towards the Tutor Ready Writing Video project to train and develop tutors to assist adult literacy learners with their writing.

The Friends of the Sacramento Public Library (System Friends) donated \$56,500.

The Donald M. Looper Trust bequeathed \$68,255 for the benefit of the Arden Library.

Library Journal in partnership with the Gerald M. Kline Family Foundation awarded the first ever \$250,000 Jerry Kline Community Impact Prize to the Sacramento Public Library. The award is given to the one public library in the nation that best promotes community advancement.

As noted in the Action Summary, on May 28, 2020, Jim Deeringer, the Chair of the Sacramento Public Library Foundation (SPLF) indicated that SPLF would be providing endowment distributions and contacting legal counsel to discuss a contribution to Summer Reading. At this time, staff has not formally accepted these donations, due to ongoing litigation with the Foundation.

Miscellaneous other donations have been received, totaling \$7,973.

FISCAL IMPACT

Staff is now presenting the donation activity from March, 2020 through June, 2020 in compliance with Authority Board policy. Staff regularly reports on donation activity to formally accept the donations and amend the budget for donations throughout the year.

Staff is recommending budget amendments in the amount of \$459,144 to the FY 2019-20 revenue and expense budget. These budget amendments will allow staff to recognize donations received to date and reflect the appropriate expense. Staff is requesting that the Board ratify acceptance of the grants, gifts and donations received during the March 1, 2020 through June 30, 2020 period as presented in Exhibit A.



Sacramento Public Library Authority

RESOLUTION 20-25

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

RATIFYING THE ACCEPTANCE OF GRANTS, GIFTS AND DONATIONS FOR THE PERIOD MARCH 1 2020 THROUGH JUNE 30, 2020 AND APPROVING AMENDMENTS TO THE FY 2019-20 SACRAMENTO PUBLIC LIBRARY AUTHORITY BUDGET

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. Ratify the acceptance of grants, gifts and donations for the period March 1, 2020 through June 30, 2020 as set forth in Exhibit A.
2. Approve budget amendments to the Fiscal Year 2019-20 Sacramento Public Library Authority Budget to allow staff to recognize donations received to date and reflect the appropriate expense.

Sue Frost, Chair
Eric Guerra, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Sacramento Public Library Monetary Donations – March 1, 2020 through June 30, 2020

SACRAMENTO PUBLIC LIBRARY AUTHORITY

Donations and Gifts Received
March 1, 2020 through June 30, 2020

Fund	Branch/Department	Individuals/ Other Orgs	CA LSTA	Foundation	Friends		Mar-Jun FY19/20 Total	Year to Date FY 19/20
					Books	General		
SHARED COST FUND (101)								
101-1101	DIRECTOR	\$256,121.10					\$256,121.10	\$270,371.29
101-1102	COMMUNICATIONS						\$0.00	\$0.00
101-2101	ADMINISTRATIVE SERVICES						\$0.00	\$0.00
101-2202	FACILITIES						\$0.00	\$6,000.00
101-2105	HUMAN RESOURCES						\$0.00	\$0.00
101-3001	SHARED PUBLIC SERVICES	\$407.68					\$407.68	\$4,981.02
101-3006	COLLECTION MANAGEMENT						\$0.00	\$2,678.00
101-3007	YOUTH SERVICES	\$95.25					\$95.25	\$191.04
101-3502	CENTRAL/SYSTEM WIDE SERVICES						\$0.00	\$0.00
101-3504	SACRAMENTO ROOM						\$0.00	\$270.00
101-3601	COMMUNITY SERVICES						\$0.00	\$254.70
101-3602	BOOKMOBILES						\$0.00	\$2,000.00
101-3603	WONDER WAGON						\$0.00	\$0.00
101-3606	LITERACY	\$0.98					\$0.98	\$64,488.49
	Subtotal Shared Cost Fund Donations	\$256,625.01		\$0.00	\$0.00	\$0.00	\$256,625.01	\$351,234.54
BOOK FUND (111)								
111-3001		\$1,348.08					\$1,348.08	\$128,613.11
HURST FUND (115)								
115-1150							\$0.00	\$0.00
COUNTY/CITIES FUND (201)								
201-3002	COUNTY PUBLIC SERVICES						\$0.00	\$1,141.66
201-3101	COURTLAND						\$0.00	\$1,000.00
201-3102	ELK GROVE						\$0.00	\$13,503.00
201-3103	FRANKLIN						\$0.00	\$1,800.00
201-3104	GALT						\$0.00	\$1,050.00
201-3105	ISLETON						\$0.00	\$2,577.00
201-3106	RANCHO CORDOVA						\$0.00	\$6,530.00
201-3107	SOUTHGATE						\$0.00	\$445.00
201-3108	WALNUT GROVE						\$0.00	\$0.00
201-3301	ARCADE					\$1.00	\$1.00	\$2,459.20
201-3302	ARDEN	\$68,255.44					\$68,255.44	\$87,177.88
201-3303	CARMICHAEL					\$303.00	\$303.00	\$22,990.50
201-3304	FAIR OAKS						\$0.00	\$5,977.65
201-3305	NORTH HIGHLANDS/ANTELOPE						\$0.00	\$3,511.00
201-3306	ORANGEVALE					\$0.01	\$0.01	\$6,200.01
201-3307	RIO LINDA						\$0.00	\$2,000.00
201-3308	SYLVAN OAKS (Citrus Heights)					\$10.00	\$10.00	\$13,010.00
	Subtotal County Fund Donations	\$68,255.44	\$0.00	\$0.00	\$0.00	\$314.01	\$68,569.45	\$171,372.90
SACRAMENTO CITY FUND (202)								
202-2107	GALLERIA						\$0.00	\$0.00
202-3003	CITY PUBLIC SERVICES						\$0.00	\$0.00
202-3201	COLONIAL HEIGHTS					\$650.00	\$650.00	\$2,150.76
202-3202	COOLEGE	\$10,000.00					\$10,000.00	\$10,923.65
202-3203	MARTIN LUTHER KING						\$0.00	\$600.00
202-3205	Mc CLATCHY						\$0.00	\$5,900.00
202-3206	McKINLEY						\$0.00	\$5,590.00
202-3401	DEL PASO						\$0.00	\$2,001.00
202-3405	NORTH SACRAMENTO (Hagginwood)						\$0.00	\$1,550.00
202-3406	SOUTH NATOMAS						\$0.00	\$7,565.00
202-3501	CENTRAL - City					\$0.50	\$0.50	\$4,457.52
	Subtotal City Fund Donations	\$10,000.00	\$0.00	\$0.00	\$0.00	\$650.50	\$10,650.50	\$40,737.93
CITY PARCEL TAX FUND (205)								
205-3204	VALLEY HI / NORTH LAGUNA						\$5.00	\$14,906.00
205-3207	POCKET					\$300.00	\$300.00	\$6,300.00
205-3404	NORTH NATOMAS					\$10,000.00	\$10,047.40	\$17,047.40
	Subtotal City Parcel Tax Fund Donations	\$0.00	\$0.00	\$0.00	\$10,300.00	\$52.40	\$10,352.40	\$38,253.40
Special Long-term Funds								
305-3504	Foundation - Sacramento Room						\$0.00	\$0.00
305-4001	Foundation - General Fund						\$0.00	\$0.00
305-4080	Foundation - Summer Reading						\$0.00	\$0.00
315-4001	System Friends - General	\$56,500.00					\$56,500.00	\$119,775.88
	Subtotal Long-term Funds	\$56,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,500.00	\$119,775.88
Grant Fund								
605-6030	I Street Publishing							\$50.00
610-6170	Mobile Services Reinvented							\$15,031.00
610-6175	Tutor Ready Writing Videos		\$50,000.00				\$50,000.00	\$207,500.00
610-6180	AccessABILITY Awareness							\$31,698.00
610-6185	Early Learning Kits							\$11,925.00
610-6190	Read Together w/Your Baby							\$19,525.00
610-6195	Sacramento Reading Ambassadors							\$6,150.00
640-6460	Brain Health Initiative	\$5,098.75					\$5,098.75	\$17,162.10
	Total Monetary Donations - Library System	\$397,827.28	\$50,000.00	\$0.00	\$10,300.00	\$1,016.91	\$459,144.19	\$1,159,028.86

Net donations received to be appropriated: \$397,827.28 \$50,000.00 \$0.00 \$10,300.00 \$1,016.91 \$459,144.19 \$1,159,028.86

July 23, 2020

Agenda Item 6.6: Conflict of Interest Code

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: Conflict of Interest Code

SUGGESTED ACTION(S):

Adopt resolution 20-26, approving the Conflict of Interest Code for the Sacramento Public Library.

REASON FOR RECOMMENDATION:

California law requires each local agency to adopt a Conflict of Interest Code that provides for disclosure of financial interests by officers, employees and consultants. Specific requirements are detailed in California Fair Political Practices Commission (FPPC) regulations.

FPPC regulations mandate a biennial review of each Conflict of Interest Code to ensure that categories of disclosure and job titles affected remain up-to-date.

The Revised Sacramento Public Library Authority Conflict of Interest Code, attached as Exhibit A, displays all the changes proposed following the addition of four new positions and the elimination of two positions. One previously omitted position was added and one position title was corrected. The recommended changes update the position titles of designated filers and eliminate positions no longer used. No comments were received from the public or affected employees.

The Authority will update its Conflict of Interest Code as needed to reflect current law or to change the list of Designated Officers/Employees/Consultants as new positions are added or job responsibilities change.

ATTACHMENT(S):

[6.6 2020 Conflict of Interest Code - RES 20-26.pdf](#)

[6.6 2020 Conflict of Interest Code - EXH A.pdf](#)



Sacramento Public Library Authority

RESOLUTION 20-26

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

APPROVING THE CONFLICT OF INTEREST CODE FOR THE SACRAMENTO PUBLIC LIBRARY

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially, each even-numbered year, and submit amendments to its code-reviewing body. The code may be reviewed more often if new staff positions are added.
2. The code-reviewing body for the Sacramento Public Library is the Sacramento County Board of Supervisors. Code amendments are not effective until they have been approved by the code reviewing body.
3. The Sacramento County Board of Supervisors approved a biennially revised Conflict of Interest Code for the Sacramento Public Library Authority on December 9, 2015. Changes in personnel necessitated further revisions. The list eliminates the inactive positions of Assistant Director – Infrastructure, Assistant Director – Public Services, Capital Projects Manager, Director of facilities, Information Technology Manager, Library Communications Analyst, and Special Projects & Remodeling Coordinator; adds the new positions of Facilities Project Manager and Safety and Security Manager. The job title for Library Director/CEO, Deputy Director, Communications Manager, Community Engagement Manager, Facilities Manager, Human Resources Manager I/II, and Youth Services Manager were corrected and previously omitted positions, Accountant/Finance Analyst and Accountant/Payroll Analyst were added. The positions of Library Supervisor I, II and III have been omitted.
4. The amended Conflict of Interest Code, as set forth in Exhibit A, is hereby adopted as the Conflict of Interest Code for the Sacramento Public Library.
5. The Board hereby delegates to the Secretary of the Governing Board the authority to carry out the duties of the filing officer for the designated employees in the above-stated Exhibit.
6. The Board hereby approves the Conflict of Interest Code for the Sacramento Public Library as presented, and directs the Secretary of the Board to submit the revised Code to the Sacramento County Board of Supervisors for approval.

Sue Frost, Chair
Eric Guerra, Vice Chair



Sacramento Public Library Authority

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Conflict of Interest Code



Sacramento Public Library Authority

CONFLICT OF INTEREST CODE FOR THE SACRAMENTO PUBLIC LIBRARY

The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, that contains the terms of a standard conflict of interest code. It can be incorporated by reference, and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendix in which officers, employees and consultants are designated and disclosure categories are set forth, do constitute the Conflict of Interest Code of the Sacramento Public Library Authority.

Designated officers/employees/consultants shall file their statements with the Sacramento Public Library Authority, which will make the statements available for public inspection and reproduction (Gov. Code Section 81008). Statements for all designated officers, employees, and consultants will be retained by the agency.

**Sacramento Public Library Authority
Conflict of Interest Code
Designated Officers / Employees / Consultants
Appendix A**

<u>Designated Positions</u>	<u>Applicable Disclosure Categories</u>
1. Members and Alternate Members of the Board	1 through 4
2. Library Director/CEO	1 through 4
3. Deputy Director	1 through 4
4. Authority Counsel	1 through 4
5. Consultants	1 through 4
6. Management Staff:	2 through 4
a) Collection Services Manager ¹	
b) Communications Manager ¹	
c) Community Engagement Manager ¹	
d) Facilities Manager ¹	
e) Facilities Projects Manager ²	
f) Finance Manager	
g) Human Resources Manager I/II ¹	
h) Public Services Manager	
i) Safety and Security Manager ²	
j) Youth Services Manager ¹	
7. Supervisory Staff	2 through 4
a) Custodial and Logistics Supervisor	
b) Field Custodial Supervisor	
c) Information Technology Supervisor	
d) Integrated Library Systems Supervisor	
8. Non-Management Staff	2 through 4
a) Accountant/Budget Analyst	
b) Accountant/Finance Analyst	
c) Accountant/Payroll Analyst	
d) Administrative Analyst	
e) Procurement-Contracts Coordinator	

Consultants are included in the list of designated filers and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Sacramento Public Library Authority Library Director may determine in writing that a particular consultant, although a "designated filer," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in the list of disclosure categories. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Library Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

¹ Corrected title ² New position

Sacramento Public Library Authority

Conflict-of-Interest Code

Disclosure Categories

Appendix B

Designated Filers must furnish information regarding:

CATEGORY 1

All interests in real property located in the jurisdiction of the Authority, including leasehold, ownership interest or option to acquire such interest in real property.

CATEGORY 2

Investments in business entities, and income, including gifts, loans, and travel payments, from sources that provide goods, supplies, material, machinery, equipment or services, including consulting services, of the type utilized by the library.

CATEGORY 3

His or her status as a director, officer, partner, trustee, employee or holder of a position of management in any business entity or nonprofit corporation that contracts with the library.

CATEGORY 4

Investments in, business positions in, and income, including gifts, loans, and travel payments from: 1) Entities that are engaged in the business of insurance of the type utilized by the Library including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries; 2) Financial institutions of the type utilized by the library including, but not limited to banks, savings and loan associations and credit unions.



July 23, 2020

Agenda Item 6.7: Employer-Employee Relations Policy

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: Employer-Employee Relations Policy

SUGGESTED ACTION(S):

Adopt resolution 20-27, approving the Sacramento Public Library Authority Employer-Employee Relations Policy, effective July 23, 2020.

REASON FOR RECOMMENDATION:

On August 31, 1993, the Sacramento County Board of Supervisors and the Sacramento City Council established the Sacramento Public Library Authority. The Authority Board adopted the Library's first Employer-Employee Relations Policy (EERP) on November 17, 1993.

The last revision was adopted by the Authority Board in 2017. Since that time, a number of changes have been made to the Library's position control including deletions and additions of positions as well as title changes.

ATTACHMENT(S):

[6.7 Employer Employee Relations Policy 2020 - RES 20-27.pdf](#)

[6.7 Employer Employee Relations Policy 2020 - EXH A.pdf](#)



Sacramento Public Library Authority

RESOLUTION 20-27

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

APPROVING THE SACRAMENTO PUBLIC LIBRARY AUTHORITY EMPLOYER-EMPLOYEE RELATIONS POLICY, EFFECTIVE JULY 23, 2020

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The revised Sacramento Public Library Authority Employer-Employee Relations Policy, attached as Exhibit A, is hereby approved, effective July 23, 2020.

Sue Frost, Chair
Eric Guerra, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Employer-Employee Relations Policy, revised July 23, 2020



Sacramento Public Library

828 I Street, Sacramento, CA 95814

www.saclibrary.org

EMPLOYER-EMPLOYEE RELATIONS POLICY

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Exhibit "A": 10

ARTICLE I – STATEMENT OF PURPOSE

This Resolution is enacted pursuant to California Government Code Sections 3500 et seq., to establish orderly procedures to promote full communication between the Sacramento Public Library Authority, hereinafter referred to as the Authority, and its employees by providing a reasonable method of resolving disputes regarding wages, hours and other terms and conditions of employment between the Authority and its employee organizations. It is the purpose of this Resolution to promote the improvement of personnel management and employer-employee relations within the Authority by providing a uniform basis for recognizing the right of its employees to join organizations of their own choice and be represented by such organizations in their employment relationship with the Authority and to strengthen employer-employee relations through the establishment of uniform and orderly methods of communications between employees and the Authority.

ARTICLE II – AUTHORITY OF EMPLOYEE RELATIONS OFFICER

The Authority hereby declares, as a matter of policy, that the governing body and its members will deal with employee organizations and their representatives solely through the Employee Relations Officer, except when otherwise expressly provided for by the terms of this Resolution.

ARTICLE III – DEFINITIONS

1. The terms "employee organization," "recognized employee organization" and "mediation" have the meanings specified in California Government Code Section 3501.

2. The meaning of "scope of representation" is as that term is defined in California Government Code Section 3504.

3. The term "governing body" means the governing board of the Sacramento Public Library Authority.

4. Except as otherwise provided for in a collective bargaining agreement, an "employee" shall mean (a) a full-time career employee, or (b) an employee who works within one year from each date of employment in excess of 1,040 hours during a continuous period of employment of more than six (6) months.

5. "Confidential Employee" means an employee who regularly participates in making or regularly has advance knowledge of decisions of the Authority affecting employee relations.

6. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of Authority policies and programs.

7. "Supervisory Employee" means an employee having responsibility for assigning and directing the work of other employees, or for rewarding or disciplining them, or for adjusting their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

8. "Employee Relations Officer" means the Library Director or his/her duly authorized representative.

9. "Proof of Employee Approval" is demonstrated under this Resolution by (a) an authorization card recently signed by an employee, or (b) a verified authorization petition or petitions recently signed by an employee. The words "recently signed" mean signed within one hundred eighty (180) days prior to the filing of a petition hereunder.

10. "Impasse" means a deadlock in discussions between a recognized employee organization and the Employee Relations Officer over any matters concerning which they are required to meet and confer in good faith, or over the scope of such subject matter.

ARTICLE IV – REPRESENTATION UNIT

There shall be two Library representational units covering all employees in all classifications that are not confidential or management. The list of classifications in the Library Unit, Supervisory Unit and the unrepresented classifications are set forth in Exhibit "A".

ARTICLE V – RECOGNIZED EMPLOYEE ORGANIZATION

A. Recognition Procedures - An employee organization that wishes to be certified as the recognized employee organization for a designated representation unit for which unit no employee organization has been certified shall file a recognition petition with the Employee Relations Officer.

1. Petition - The petition shall be signed by the organization's duly authorized officers, and shall contain the following information and documentation:

(a) The name and mailing address of the organization;

(b) The names and titles of its officers;

(c) Designation of those persons, not exceeding three in number, and their addresses, to whom notice sent by regular mail will be deemed sufficient notice on the organization for any purpose;

(d) A statement that the organization does not discriminate or restrict membership or participation based on race, color, creed, national origin or sex;

(e) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the Authority;

(f) A statement that the organization agrees to comply with the provisions of this Resolution;

(g) A copy of its constitution and bylaws, if any;

(h) Identification of the representation unit for which petitioner seeks certification as the

recognized employee organization;

(i) Proof of employee approval of thirty percent (30%) or more of the employees within such representation unit.

A petition shall not be considered complete until all required elements are met, including proof of employee approval.

Proof of employee approval of thirty percent (30%) or more of the employees within such representation unit shall be determined by a neutral third party, selected by the Authority and the employee organization, who shall review the authorization cards or signed petition(s) to verify approval of at least thirty percent (30%) of the employees. In the event that the public agency and the employee organization cannot agree on a neutral third party, the State Mediation and Conciliation Service shall be the neutral third party and shall verify approval of at least thirty percent (30%) of the employees.

The Employee Relations Officer shall give written notice of a complete petition to the petitioner, to the employees involved and to any employee organization that has filed a written request for receipt of such notice. Within thirty (30) days of the date of such notice, other employee organizations may file a challenging petition seeking to become the recognized employee organization within such representation unit.

If any other employee organizations file a challenging petition, the neutral third party shall review the challenging petition and determine, based on the authorization cards or signed petition(s), whether the other organization has employee approval equal to at least thirty percent (30%) of the employees within the representation unit.

2. Election

(a) Calling of Election – The Employee Relations Officer shall, whether or not a challenging petition is filed, request the State Mediation and Conciliation Service to call and conduct a secret ballot election in accordance with its own procedures and regulations and pursuant to the election procedures as herein below set forth. If a challenging petition is filed, and is accompanied by proof of employee approval equal to at least thirty percent (30%) of the employees within the representation unit, the State Mediation and Conciliation Service shall include such challenging employee organization on the ballot.

(b) Election Procedures – Whenever the State Mediation and Conciliation Service calls an election pursuant hereto, it shall include the choice of no organization on the ballot. Employees entitled to vote in a representational election shall be those employees within the representation unit whose names appeared on the payroll immediately prior to the date of the election. An employee organization shall be certified by the Employee Relations Officer as the recognized employee organization within the representation unit if:

(1) That employee organization has received the vote of a numerical majority of the eligible employees who vote.

(2) In an election involving three or more choices where none of the choices receives a

majority of the votes cast, a run-off election shall be conducted between the two choices receiving the largest number of votes. The rules governing an initial election shall be applicable to a run-off election.

3. Exception to Election Requirement – Where no challenging petition with the support of thirty percent (30%) of the employees within the representation unit is received, the Authority shall grant exclusive or majority recognition to an employee organization, without calling an election, based on authorization cards or signed petition(s) showing that a majority of the employees in the bargaining unit desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive or majority representation shall be determined by a neutral third party selected by the Authority and the employee organization, who shall review the authorization cards or signed petition(s) to verify the exclusive or majority status of the employee organization. In the event that the public agency and the employee organization cannot agree on a neutral third party, the State Mediation and Conciliation Service shall be the neutral third party and shall verify the exclusive or majority status of the employee organization.

B. Decertification Procedures – A decertification petition may be filed with the Employee Relations Officer by employees or an employee organization to determine whether or not a recognized employee organization continues to represent a majority of the employees in the representation unit. Such petition must be accompanied by proof of employee approval equal to at least thirty percent (30%) of the employees within the representation unit. The time periods for a petition to be filed with the Employee Relations Officer are: a) after the first full year of recognition if no written agreement has been negotiated; b) within the period commencing ninety (90) and ending sixty (60) days immediately prior to the expiration date of a written agreement; or c) any time after a written agreement has been in effect for three years or more. When such a valid petition has been filed, the State Mediation and Conciliation Service shall be requested to conduct an election to determine whether or not the incumbent-recognized employee organization shall be decertified, and where filed by an employee organization, whether such organization shall be recognized. Such election shall be in accordance with the procedures and regulations of the State Mediation and Conciliation Service, and the election requirements as set forth below:

1. If there is no other employee organization, the recognized employee organization will be decertified and the employees in the unit shall become unrepresented if more than fifty percent (50%) of all the employees eligible to vote in the unit cast votes for decertification.

2. If there is another petitioning organization, the election shall include the choice of “no organization” on the ballot. If another petitioning organization receives the votes of more than fifty percent (50%) of the total number of employees in the unit eligible to vote, then the recognized employee organization will be decertified and the petitioning employee organization will be certified as the recognized employee organization. If “no organization” receives the votes of more than fifty percent (50%) of the total number of employees in the unit eligible to vote, then the recognized employee organization will be decertified and the employees in the unit will become unrepresented. If none of the three choices receives the votes of more than fifty percent (50%) of the total number of employees in the unit eligible to vote, a run-off election shall be conducted between the two choices receiving the largest number of votes. The rules governing an initial election shall be applicable to a run-off election. The choice receiving a majority of the

votes cast in the run-off shall prevail.

C. In the event that the State Mediation and Conciliation Service is unable to or unwilling to provide any of the services required of it by the foregoing, the American Arbitration Association, or another impartial third party agreed to by the Authority and the concerned employee organization, shall perform said services.

D. Costs of conducting elections, if any, shall be borne equally by the Authority and the employee organization.

E. Annually, recognized employee organizations shall file, on or before the anniversary date of recognition, a written statement with the Employee Relations Officer, indicating changes in items (a) through (g) as they appeared in the recognition petition filed pursuant to Paragraph A.1. of this Article, or as subsequently amended by a written statement hereunder, or indicating that there has been no change in such information. The statement shall be signed by the duly authorized officers of the recognized employee organization.

ARTICLE VI – MEET AND CONFER

Upon request, a recognized employee organization shall have the right to meet and confer in good faith regarding matters within the scope of representation with the Employee Relations Officer and/or his/her designees. Provided, however, that nothing herein shall require meeting and conferring between parties to an Agreement during the term of such Agreement regarding matters to take effect during such term, except that such parties may meet and confer during such term on a matter within the scope of representation where (a) the matter was not covered by the Agreement or expressly raised as an issue during the meeting and conferring process out of which such Agreement arose, and (b) there shall have arisen a significant change in circumstances with respect to such matter that could not have reasonably been anticipated by both parties at the time they signed such Agreement.

In the absence of express authorization in advance by the Employee Relations Officer, not more than a reasonable number of Authority employees representing a recognized employee organization requesting such a meeting shall be entitled to attend without loss of compensation or other benefit, nor shall more than a total of five representatives for each recognized employee organization be entitled to attend such meetings.

Authority employees who shall represent a recognized employee organization at such meeting shall give reasonable advance notice thereof to their immediate supervisor, but in no event shall such notice be given less than one full working day or shift before the meeting; except, however, that the Employee Relations Officer may, in his/her discretion, waive this requirement for advance notice.

If agreement is reached on matters subject to approval by the governing body, the parties shall jointly prepare a written Agreement, and the Employee Relations Officer shall present it to the governing body for determination. If agreement is reached on matters not subject to such approval, the Employee Relations Officer and the recognized employee organization(s) shall, at the request of one of the parties, prepare a written memorandum of such understanding.

ARTICLE VII – ADVANCE NOTICE

Except in cases of emergency as provided in this Article, the governing body shall give reasonable written notice to each recognized employee organization affected by any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the governing body, and shall give such recognized employee organization the opportunity to meet with the governing body. The governing body shall, upon the request of the Employee Relations Officer or a recognized employee organization, delay consideration of the matter proposed to be acted upon for such period of time deemed to be reasonable by the governing body, to give the parties an opportunity to meet and confer thereon in order to endeavor to agree upon a joint recommendation to be made to the governing body.

In cases of emergency when the governing body determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the governing body shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE VIII – EMPLOYEE ORGANIZATIONS

Employee organizations may represent their individual employee members in individual employment relations, including grievances, pursuant to Government Code Section 3500 et seq.

ARTICLE IX – INDIVIDUAL EMPLOYEES

Nothing in this Resolution shall be construed to restrict or in any way modify the right of an individual employee to present matters involving his/her individual employment relationship to the appropriate level of management, provided that any action taken is not inconsistent with the terms of an Agreement then in effect, and that before any action is taken that could affect the terms and conditions of employment of other employees in the representation unit, such proposed action is communicated to the recognized employee organization, which shall have the right to meet and confer regarding the proposed action.

ARTICLE X – PROHIBITION AGAINST DISCRIMINATION

No appointing authority or his/her representative shall discriminate for or against any employee organization, or in any way coerce or influence any employee in his/her free choice to join or refrain from joining any employee organization.

It is the policy of the Authority to affirmatively support and encourage equal opportunity of employment for members of racial, religious and other minority groups. If evidence of such discrimination by an employee organization comes to the attention of the Employee Relations Officer, it shall be his/her duty to refer such evidence to an appropriate legal authority having jurisdiction thereof, if any.

ARTICLE XI – APPLICATION OF LABOR CODE SECTION 923

The enactment of this Resolution shall not be construed as making the provisions of Section 923 of the Labor Code applicable to employees or employee organizations.

ARTICLE XII – IMPASSE PROCEDURES

Impasse procedures may be invoked by either party after a bona fide effort has been made to meet and confer in good faith and such efforts fail to result in agreement.

Impasse procedures shall be as follows:

- a. If the parties agree to submit the dispute to mediation and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues. Costs of mediation shall be divided one-half to the Authority and one-half to the recognized employee organization.
- b. If the parties do not agree to submit the dispute to mediation, do not agree on the selection of a mediator, or fail to resolve the dispute through mediation between 30 and 45 days after the mediator has been selected, either party may request in writing to submit the parties' differences to a fact-finding panel. If the dispute has not been submitted to mediation, the written request to submit the parties' differences to a fact-finding panel must be made not later than 30 days following the date that either party provided the other with written notice of impasse.
 - i. The request must be filed with the Sacramento regional office of the PERB, and include proof of service compliant with PERB regulations.
 - ii. Within five days after receipt of the written request, each party shall select a person to serve as its member of the fact-finding panel.
 - iii. If the Public Employment Relations Board, "PERB," deems that the request complies with PERB regulations, PERB shall select the chairperson of the fact-finding panel.
 - iv. Within five days after PERB selects a chairperson, the parties may agree upon a person to serve as chairperson in lieu of the person selected by PERB.
 - v. Fact-finders shall not have served as a mediator in the same impasse, and shall not be employees or officers of the Authority, the recognized employee organization, or its members.
- c. The fact-finding panel shall, within 10 days after its appointment, meet with the parties jointly or separately, and may make inquiries and investigations, hold hearings and take other steps it deems appropriate. The fact-finding panel shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and production of evidence.
- d. In arriving at their findings and recommendations, the fact-finders shall consider, weigh and be guided by all of the following criteria:
 - i. State and federal laws that are applicable to the employer;
 - ii. Local rules, regulations or ordinances;
 - iii. Stipulations of the parties;
 - iv. The interests and welfare of the public and the financial ability of the public agency;
 - v. Comparison of the wages, hours and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours and conditions of employment of other employees performing similar services in comparable public agencies;
 - vi. The consumer price index for goods and services, commonly known as

- the cost of living;
 - vii. The overall compensation currently received by the employees, including direct-wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received;
 - viii. Any other facts that are normally or traditionally taken into consideration in the making the findings and recommendations.
- e. If the dispute is not settled within 30 days after the appointment of the fact-finding panel, or upon agreement by both parties within a longer period, the panel shall make findings of fact and recommend terms of settlement, which shall be advisory only. The fact-finders shall submit in writing any findings of fact and recommended terms of settlement to the parties before they are made available to the public. The Employee Relations Officer shall make the findings and recommendations available to the public within ten days after their receipt.
- f. Costs.
- i. The cost of mediation shall be divided one-half to the Library and one-half to the recognized employee organization.
 - ii. The cost of fact-finding shall be as follows:
 - 1. The costs for the services of the panel chairperson, including per diem fees, if any, and actual and necessary travel and subsistence expenses shall be equally divided between the parties. The per diem fees shall not exceed the per diem fees stated on the chairperson's resume on file with PERB. The chairperson's bill showing the amount payable by the parties shall accompany his or her final report to the parties and PERB. The chairperson may submit interim bills to the parties in the course of the proceedings, and copies of the interim bills shall also be sent to the PERB. The parties shall make payment directly to the chairperson.
 - 2. Any other mutually incurred costs shall be borne equally by the public agency and the employee organization. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

Nothing herein shall prevent the parties from requesting the assistance of a mediator in the absence of an impasse.

ARTICLE XIII – TEMPORARY EMPLOYEES

A temporary employee is an employee who has been appointed on either a part-time or full-time basis, for a limited duration or who works in an on-call, day-to-day capacity. Such an employee does not serve a probationary period, may be released from Authority employment at any time without right of appeal and is not recognized as a classification in either the Library or Supervisory units. All temporary employee appointments that are not on-call or day-to-day will be reviewed with labor representatives if there is a need for the assignment to go beyond 12 months.

Exhibit "A"

DESIGNATION OF REPRESENTATION UNITS AND UNREPRESENTED CLASSIFICATIONS

A. The Governing Board determines that the following is the appropriate representation unit:

LIBRARY UNIT

ACCOUNTANT / FINANCE ANALYST
ACCOUNTING SPECIALIST
ADMINISTRATIVE ANALYST
ADMINISTRATIVE ASSISTANT
ADULT LEARNING & LITERACY SUPERVISOR
BILINGUAL LIBRARIAN
BUILDING MAINTENANCE WORKER
CIRCULATION SUPERVISOR
CREATIVE PROJECT COORDINATOR
CUSTODIAN
EARLY LEARNING SPECIALIST
EVENTS COORDINATOR
GENERAL LIBRARY WORKER
GENERAL SERVICES WORKER
INFORMATION TECHNOLOGY ANALYST
INFORMATION TECHNOLOGY TECHNICIAN
K-12 SPECIALIST
LIBRARIAN
LIBRARY ASSISTANT
LIBRARY ASSOCIATE
LIBRARY GALLERIA COORDINATOR
LIBRARY PROGRAM SPECIALIST
LIBRARY SECURITY OFFICER
LIBRARY SUPERVISOR I
LIBRARY SUPERVISOR II
MATERIALS HANDLER
PROCUREMENT-CONTRACT COORDINATOR
PUBLIC INFORMATION COORDINATOR
SAFETY-SECURITY COORDINATOR
SENIOR IT ANALYST
SENIOR IT TECHNICIAN
VISUAL COMMUNICATIONS SPECIALIST
VOLUNTEER COORDINATOR

INTEGRATED LIBRARY SYSTEMS
SUPERVISOR
LIBRARY SUPERVISOR III

CONFIDENTIAL UNIT

ACCOUNTANT / PAYROLL ANALYST
ADMINISTRATIVE ANALYST
ADMINISTRATIVE ASSISTANT
HUMAN RESOURCES ANALYST
HUMAN RESOURCES TECHNICIAN
SENIOR BUDGET / FINANCE ANALYST

MANAGEMENT

COLLECTION SERVICES MANAGER
COMMUNICATIONS MANAGER
COMMUNITY ENGAGEMENT MANAGER
DEPUTY DIRECTOR
FACILITIES MANAGER
FACILITIES PROJECTS MANAGER
FINANCE MANAGER
HUMAN RESOURCES MANAGER I
LIBRARY DIRECTOR
PUBLIC SERVICES MANAGER
SAFETY AND SECURITY MANAGER
YOUTH SERVICES MANAGER

SUPERVISORY

CUSTODIAL AND LOGISTICS SUPERVISOR
FIELD CUSTODIAL SUPERVISOR
INFORMATION TECHNOLOGY SUPERVISOR

July 23, 2020

Agenda Item 7.1: FY 20-21 Unrepresented Personnel Resolution

TO: Sacramento Public Library Authority Board

FROM: Rivkah K. Sass, Library Director

RE: FY 20-21 Unrepresented Personnel Resolution

SUGGESTED ACTION(S):

Adopt Resolution 20-28, approving the Unrepresented Personnel Resolution, effective July 1, 2020.

REASON FOR RECOMMENDATION:

Since 1996, the Sacramento Public Library Authority Board has approved resolutions covering the salaries, benefits, hours of work and other terms and conditions of employment for unrepresented management and non-management employees. This Unrepresented Personnel Resolution is updated on an annual basis.

Staff has reviewed the resolution and made modifications that provide clarity, ensure best practices are in place, and comply with consistent practices.

Staff is recommending a salary increase for the unrepresented non-management group of 2.0% which is consistent with the increase to be received by members of the Library Unit represented by Stationary Engineers, Local 39.

A summary of the key changes recommended follows:

1. 1.7 Salary Adjustment, Non-Management

Includes language for a 2.0% salary adjustment for unrepresented non-management employees, effective July 1, 2020.

2. 5.5 Furlough

This section has been added to provide flexibility for maintaining employment in the event of a budget reduction.

ATTACHMENT(S):

[7.1 FY 20-21 Unrepresented Personnel Resolution - RES 20-28.pdf](#)

[7.1 FY 20-21 Unrepresented Personnel Resolution - EXH A.pdf](#)



Sacramento Public Library Authority

RESOLUTION NO. 20-28

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

July 23, 2020

ADOPTING THE UNREPRESENTED PERSONNEL RESOLUTION, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The Unrepresented Personnel Resolution, attached as Exhibit A, is hereby adopted as revised, and is effective July 1, 2020, through June 30, 2021.

Sue Frost, Chair
Eric Guerra, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: _____
Roxana Puerner, Assistant Secretary

ATTACHMENT(S):

Exhibit A: Sacramento Public Library Authority Unrepresented Personnel Resolution, revised effective July 23, 2020, through June 30, 2021

SACRAMENTO PUBLIC LIBRARY AUTHORITY



UNREPRESENTED PERSONNEL RESOLUTION

EFFECTIVE JULY 1, 2020

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**ARTICLE I
SALARY ADMINISTRATION**

1.1 ORIGINAL APPOINTMENT COMPENSATION RATE: NON-MANAGEMENT

The rate of compensation upon original appointment in an unrepresented non-management position shall normally be step "1" of the Confidential Salary Schedule. However, if the Library Director or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made.

1.2 ADVANCEMENT IN RATE OF COMPENSATION: NON-MANAGEMENT

a. Advancement in Steps

(1) Employees who maintain a satisfactory level of performance shall be advanced at twelve (12)-month or 2,080-hour intervals to succeeding steps of the assigned salary range. An employee who is at a salary step lower than the highest step, and demonstrates exceptional performance, or as needed for retention, may be advanced to a higher step in the salary range for that classification at any time, subject to approval by the Library Director. The anniversary date will be adjusted to the effective date of the step increase.

(2) Time spent on leave of absence without pay of 10 or fewer consecutive workdays shall not affect the step advancement eligibility date. For leaves in excess of ten (10) consecutive working days without pay, the step increase anniversary date shall be extended by the total amount of time spent on leave of absence without pay.

b. Denial of Step Advancement and Reduction in Grade

All employees who do not maintain a satisfactory level of performance may be denied step advancement and may be reduced within grade upon approval of the Library Director. Employees who are reduced in grade or denied advancement may request the Library Director to review the action.

c. Effective Date of Step Advancement

For employees maintaining a satisfactory level of performance, advancement to succeeding steps of the assigned salary range shall become effective at 2,080-hour intervals from the anniversary date of the first increase.

1.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION: NON-MANAGEMENT

a. Movement to a Higher Classification

When an employee moves from one classification to another classification in a higher salary range through examination, temporary appointment, reallocation or reclassification of a position, the employee shall receive an increase of not less than 5% of the employee's hourly rate, or the rate provided for in step "1" of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

Staff appointed to a management classification shall receive an increase comparable to a full in-grade salary step from their prior position.

- b. Movement to Another Position in the Same Classification or to a Classification with the Same Salary Range

When an employee moves to another position in the same classification or to another classification within the same salary range, the employee shall maintain the same salary and same anniversary date.

1.4 RATE OF COMPENSATION UPON RETURN TO AUTHORITY SERVICE: NON-MANAGEMENT

- a. An employee re-employed after layoff or reinstated after a leave of absence of up to one year shall return at the same salary step paid at the time of departure.
- b. If an employee is re-employed within one year of resignation to the same or lower classification than that in which last employed, the employee may be placed at any step in the given classification at the discretion of the Library Director, but not to exceed the step received immediately prior to leaving Authority service. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be the date of re-employment.

1.5 RATES HIGHER THAN THE HIGHEST STEP (Y-RATE):NON-MANAGEMENT

- a. Whenever the salary of an employee exceeds the highest step of the salary range established for a classification, the Library Director may designate such salary as a "Y-rate." As long as an employee's salary remains above the highest step of a given classification, the employee shall not receive further salary increases. Upon promotion to a higher classification, the employee shall immediately advance to that step of the higher classification next above the "Y-rate." The employee shall then be eligible for advancement to succeeding steps in the range, as outlined in this Resolution.
- b. A Y-rate may apply when an employee's position is reallocated to a classification with a lower salary range. The Y-rate shall not apply in instances of discipline, layoff or voluntary demotion.

1.6 TEMPORARY WORK IN HIGHER CLASSIFICATION: NON-MANAGEMENT

- a. An employee temporarily assigned in writing to perform the duties of a higher classification shall be compensated for the duration of the out-of-classification assignment on the grade the out-of-classification duties are assigned and on the step that provides for not less than a five percent (5%) increase of the employee's hourly rate, except that the employee may be placed on the highest step of the grade if that is the maximum allowable for the class.
- b. A temporary appointment to a management classification requires the approval of the Library Director. Fringe benefits shall be based on the employee's regular classification. The salary for the management classification shall be determined by the Library Director.
- c. Employees are not eligible to receive out-of-class compensation while on paid leave.

1.7 SALARY ADJUSTMENTS: NON-MANAGEMENT

Effective July 1, 2020, all unrepresented non-management employees will receive a base wage adjustment of two and one-half percent (2%).

1.8 MANAGEMENT BROADBAND

- a. The Library Director is authorized to change the number of management positions by adding or deleting positions, adding new or redefining the duties of existing management positions, and adjusting the salary of individual managers or positions. The Library Director shall review the broadband on an annual basis and recommend modifications to the Authority Board.

**ARTICLE 2
HEALTH AND WELFARE**

The following are Authority-designated, non-vested benefits of employment and, as such, may be modified.

2.1 FRINGE BENEFIT PLAN

The Fringe Benefit Plan shall be applicable to all full-time unrepresented employees. The Fringe Benefit Plan, including Management Leave for employees who are less than full-time, shall be established by the Library Director on a case-by-case basis, not to exceed the Fringe Benefit Plan for comparable full-time employees.

The fringe benefit plan for unrepresented employees shall be as follows:

- a. Basic Life Insurance

Authority-paid basic life insurance shall be:

Group	Amount
Non-management	\$20,000
Management	\$50,000

- b. Supplemental Life Insurance

Unrepresented employees may purchase out-of-pocket supplemental life insurance subject to the restrictions specified in the insurance carrier's plan documents.

- c. Minimum Hours of Work Requirement

In order to receive the full Authority contribution toward Health and Welfare benefits referenced below in subsection (e), an employee must be in paid status a minimum of sixty (60) hours per pay period. The contribution toward Health and Welfare benefits for employees in paid status from 30 to 59 hours per pay period will be pro-rated to the number of hours in paid status. If the employee is not in paid status for at least thirty (30) hours per pay period, the employee shall not be eligible for any Authority contribution. In that event, the Authority shall deduct from the employee's paycheck the amount needed to pay for the insurance plans the

employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount.

d. Premium Payment with Separation Date During First Pay Period of the Month

In the event an employee separates from Library Authority employment in the first pay period of the month, the health premium that would have been deducted from the second paycheck of the month shall instead be deducted from any remaining leave balance payment due to the employee upon separation. In the event the remaining leave balance is insufficient to cover the entire amount of the remaining premium due, it is the responsibility of the individual employee to pay for the remaining amount. This payment may be accomplished through deduction from final pay or by personal check made payable to the Sacramento Public Library Authority.

e. Health and Welfare Contribution to Unrepresented Employees

(1) Effective January 1, 2020, the Authority-paid contribution shall be as follows:

- i. For employee only, the Authority contribution will be the lowest-cost health and dental plan.
- ii. For employee +1, the Authority contribution will be eighty percent (80%) of the lowest-cost health premium and lowest-cost dental premium.
- iii. For employee +2, the Authority contribution will be eighty percent (80%) of the lowest-cost health premium and lowest-cost dental premium.
- iv. If a high-deductible option becomes available in an amount lower than the lowest-cost health rate and is selected by an employee, the employer contribution is limited to the actual high-deductible premium, plus dental.

(2) Vision insurance shall be offered to employees at their expense.

(3) The balance of the health and welfare contribution, if any, may be utilized to purchase benefits in the IRS Section 125 cafeteria plan, including the Authority-sponsored health and dental plans, short-term disability plans, and/or supplemental life insurance for eligible employees and qualified dependents, if any. Any amount of the health and welfare contribution that is not spent in the cafeteria plan will be paid to the employee in cash and treated as taxable income. To be eligible for a cash payment, employees must be enrolled in an Authority-sponsored health insurance plan.

f. Long-Term Disability Insurance

Unrepresented management employees shall receive Authority paid long-term disability insurance.

FLEXIBLE SPENDING ACCOUNTS

- g. Unrepresented employees may participate in an Authority-established Flexible Spending Account (FSA), as permitted by Internal Revenue Service Regulations:
 - (1) Out-of-pocket costs for Authority-sponsored health and dental insurance premiums;
 - (2) Unreimbursed health-care expenses up to IRS-allowed limits;
 - (3) Dependent care reimbursement up to IRS-allowed limits.
- h. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above.
- i. Employees shall be informed about the procedures, rules and the forfeiture of unused FSA funds.

2.2 DEFERRED COMPENSATION PLAN

Unrepresented employees may participate in the Authority's deferred compensation plan, as long as the deferred compensation salary limit is not exceeded.

2.3 SECTION 401(A) MONEY PURCHASE PLAN

Management employees may participate in the Authority-sponsored 401(A) Money Purchase Plan. The plan consists of an employee contribution of 5% and employer contribution of 4%.

2.4 STATE DISABILITY INSURANCE

- a. The Authority shall maintain State Disability Insurance (SDI) and Paid Family Leave (PFL) at the employee's cost.
- b. The intent of this program is to enable eligible employees who file for SDI or Paid Family Leave (PFL) benefits in accordance with applicable rules and procedures to integrate such benefits with their own available leave balances. Integration occurs when the SDI or PFL benefit and the monetary value of the employee's leave balance combine to provide a bi-weekly adjusted net income that does not exceed 100% of the employee's regular net income, so long as available leave balances and SDI or PFL eligibility permits. The regular net income is the employee's gross income, less any required deductions, such as taxes, retirement and SDI or PFL insurance premiums, as well as any other mandatory deductions. Other employee-authorized deductions shall be made from the resultant net pay. Eligible part-time employees shall be included in this program on a pro-rata basis.
- c. Eligible employees shall use SDI or PFL on an integrated basis, *using all available paid leave hours to include* compensatory time off (CTO), holiday credit earned (HCE), paid time off (PTO) and catastrophic leave (CAT), subject to the provisions of Article 3, Section 3.7.c. Paid leave hours must be used in that order.

Employees choosing not to integrate are responsible for their share of health premiums and leave hours will cease to accrue.

- d. Integration of SDI or PFL with accrued leave balances must follow the procedures established by the Authority, which the Authority shall, in its sole discretion, implement to ensure the equitable application of the program.
 - a. Integration of SDI or PFL with accrued-leave balances shall take place only if the employee submits a request for integration in writing to Human Resources, using the Authority-provided form.
 - (1) The Authority shall make leave payments to the employee in the usual manner, except that the net pay, including SDI or PFL benefits and net Authority pay, shall not exceed 100% of the employee's regular net pay. If SDI or PFL benefits equal or exceed 100% of the regular net pay, no Authority payment shall be made.
 - (2) Temporary pay allowances, such as overtime compensation or out-of-class pay, shall not be considered when determining the employee's gross or net pay.
 - (3) PTO, CAT leave and Holiday pay or credit will accrue on a prorated basis during the period of integrated SDI or PFL, based on the number of hours integrated from the employee's paid leave balances.
 - i. Any pay period during which an unrepresented non-management employee is on the integrated leave and SDI or PFL program shall count toward step advancement on the Confidential Salary Schedule.
- e. If the employee exhausts all available leave balances, but continues on SDI or PFL, the Authority compensation, including leave accruals, shall cease.
- f. The Authority shall continue its contributions toward the employee's health, dental, life and retirement contributions in accordance with established laws. The employee shall be responsible for payment of premiums required to maintain medical insurance coverage when Authority contributions cease due to exhaustion of the employee's FMLA or integrated leave balances.
- g. Any period of absence during which an employee is receiving SDI or PFL benefits, but is not receiving leave integration payments, shall be deemed a leave of absence without pay.
- h. In the event the Authority determines that legislative, administrative or judicial determinations cause changes that in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate.
- i. For purposes of calculating the integration provision, exempt employees shall be considered to work a 40-hour work week, eight hours per day, five days per week.

2.5 RETIREE HEALTH CONTRIBUTION

Employees hired on or after July 1, 2011, are not eligible to receive the Retiree Health Contribution, as approved by the Sacramento Public Library Authority Board in Resolution 13-07.

2.6 RETIREE HEALTH SAVINGS PLAN

The Authority shall provide to all full-time and part-time employees covered by the Resolution a Retirement Health Savings (RHS) Plan as selected by the Authority. The RHS Plan is a medical expense reimbursement program that accumulates assets to pay for medical expenses in retirement on a tax-free basis.

- a. Effective August 4, 2018, the Authority shall contribute \$35 per the first two (2) pay periods each month (\$70 a month) to eligible full-time and part-time employees' RHS accounts.

**ARTICLE 3
LEAVES**

3.1 PAID TIME OFF (PTO)

- a. Time off with pay shall be earned by unrepresented full-time employees based on the equivalent of full-time service from the date of appointment. Paid time off (PTO) shall be earned over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month. PTO will cease to accrue once the unused balance totals the accrual maximum specified in 3.1.
- b. Eligible employees shall accrue and accumulate PTO in accordance with the following schedule:

Years of Service	Accrual Rate	Accrual Maximum
During first 5 Years	7 hours, 40 minutes	400 hours
6 through 10 years	9 hours, 20 minutes	420 hours
11 through 15 years	10 hours, 20 minutes	440 hours
16 through 20 years	11 hours, 00 minutes	460 hours
21 through 25 years	11 hours, 20 minutes	480 hours
26 years and more	11 hours, 40 minutes	520 hours

- c. Unrepresented non-management part-time employees shall accrue PTO on a pro-rata basis.
- d. Accrued PTO may be taken upon approval and at the discretion of the employee's supervisor or manager. In order to avoid undue disruption of work activities or to minimize conflicts with other employees' paid time off, the supervisor or manager may place reasonable seasonal or other restrictions on the use of accrued paid time off.
- e. An employee who separates from Authority service shall be paid the monetary value of his/her accrued PTO as of the date of separation or may invest the value of his/her accrued PTO in the Authority's deferred compensation plan.
- f. An employee who is called to active military duty from a reserve status may request a payout equal to the monetary value of his/her accrued PTO prior to deployment.

- f. An employee must be in paid status to accrue PTO.

3.2 HOLIDAYS

- a. The following shall be the recognized paid holidays under this Resolution:

Holiday	Date
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	Employee's Discretion

- b. Administration of Holidays

- (1) The actual dates as listed above shall be considered as the employee's holiday.
- (2) Pay for recognized holidays, accrual of the Floating Holiday and accrual of Holiday Credit is based on the employee's full-time equivalent (FTE) and is paid at the employee's straight time rate of pay. 1 FTE is 8 hours and 0.5 FTE is 4 hours.
- (3) An unrepresented non-management employee who is scheduled to work on a recognized holiday shall receive holiday pay plus time and one-half (1 1/2) compensation for working the holiday.
- (4) If the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday equal to the employee's regular shift hours.
- (5) To be eligible for holiday pay, employees shall be in paid status on the last scheduled workday before, and the first scheduled workday after, the recognized holiday.

- c. On New Year's Eve, all libraries will close no later than 5:00 PM.

- d. Floating Holiday

- (1) Employees shall accrue a single 8 (eight) hour Floating Holiday per year as of July 1 each fiscal year. Employees are expected to use the Floating Holiday during the fiscal year July 1-June 30.
- (2) Employees may not carry over more than eight (8) hours of Floating Holiday credit from one fiscal year to the next. Any hours in excess of eight (8) not used by November 1 of the next

fiscal year shall be paid at the employee's straight-time rate on the first full pay period of December in the same calendar year.

- (3) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) days shall be paid for all accrued floating holiday time not used at the straight-time rate.

e. Holiday Credit

- (1) Employees may accumulate holiday credit up to a maximum of eighty (80) hours in a calendar year and are expected to use all holiday credit hours within the calendar year earned. Employees may not carry over more than eight (8) hours of holiday credit from one calendar year to the next. Any hours in excess of eight (8) not used by November 1 of the current calendar year shall be paid at the employee's straight-time rate on the first full pay period of December in the same calendar year.
- (2) Holiday credit may be taken by the employee at the discretion of the supervisor or manager, and must be taken prior to requesting and being approved to take other accrued leave.

3.3 PRIOR SICK LEAVE ACCRUALS

Management and non-management unrepresented employees who were former City or County employees hired on or before May 24, 1996, may have elected to a) designate one-third (1/3) of their previously accrued sick leave to PTO up to a maximum of six hundred-forty (640) hours and retain their remaining sick leave accruals for sick-leave use only, which, if not used, shall be forfeited upon leaving Authority employment; or b) designate 100% for sick-leave use and apply any remaining sick-leave accruals toward retirement service credit. Employees made such designations by May 31, 1996. The Authority may promulgate policy and procedures for administration of sick-leave usage.

3.4 MANAGEMENT LEAVE

- a. Effective July 1 each fiscal year, unrepresented management employees shall be credited with sixty (60) hours of management leave time. Employees appointed after July 1 of a fiscal year shall be entitled to a pro-rated share of sixty (60) hours of management leave time based upon the number of full months remaining in that fiscal year. Proration also will occur in the event an employee has been unable to report to duty for medical or non-medical reasons, in a paid or unpaid status, for a continuous 30-day period. Management leave time shall be usable upon being credited, subject to the approval of the immediate supervisor. Employees are expected to use their management leave time during the fiscal year July 1-June 30. The Authority will determine annually if management leave will be continued.
- b. Management employees may not carry over more than forty (40) hours of Management Leave from one fiscal year to the next. Any hours in excess of forty (40) not used by June 30 shall be paid at the employee's straight-time rate on the pay period including June 30. No employee shall have more than one hundred (100) hours of Management Leave on July 1. Any hours that were carried over (1-40 hours) not used by November 1 of the next fiscal year shall be paid at the employee's straight-time rate on the first full pay period of December in the same calendar year. No employee shall have more than sixty (60) hours of Management Leave after the first

full pay period of December.

- c. Upon separation from Authority service, any balance of unused management leave shall be paid out.

3.5 PARENTAL LEAVE BENEFIT

The following Parental Leave Policy shall apply to all employees:

- a. Full-time unrepresented employees shall be eligible for a maximum parental leave of four (4) weeks consisting of up to one hundred-sixty (160) hours of continuous paid time off within six (6) months of birth or adoption. Part-time unrepresented employees shall be eligible for parental leave consisting of up to eighty (80) hours of continuous paid time off within six (6) months of birth or adoption. Unused parental leave shall have no cash value.
- b. To be eligible for the paid leave, an employee must have completed at least 2,080 hours of service from the most recent date of hire preceding either (a) the birth of a child who resides with the employee and for whom the employee has legal custody, or (b) the adoption of a child under age six (6) who resides with the employee and for whom the employee has physical and legal custody, including the pre-adoption period. Court-appointed legal guardians and foster parents do not qualify for parental leave. Parental leave shall be used continuously. At the discretion of the Library Director, parental leave may be used intermittently or on a reduced schedule if a timely request is made by the employee.
- c. Eligible employees shall have the right to only one leave of absence per pregnancy or adoption, regardless of the number of children involved (e.g., twins). The duration of Authority-paid leave shall not change based on a change in employment status, such as from part-time to full-time regular.
- d. Upon return from parental leave on the date previously authorized, employees shall be reinstated in the classification last held.
- e. Eligible employees shall have the right to extend parental leave beyond the four (4) weeks of Authority-paid leave to the maximum six (6) months of leave by adding accrued and available hours of PTO, if applicable, other usable leave credits, and/or unpaid leave to their initial request for parental leave. The total period of absence from work, including the four (4) weeks of paid parental leave, shall not exceed six (6) months.
- f. Paid parental leave shall be considered as being in paid status for purposes of eligibility for recognized holidays occurring during such leave.
- g. The Authority shall have the right to promulgate a policy and procedure to implement and administer the parental leave benefit.

3.6 COURT LEAVE

- a. An employee shall be granted pay for those hours absent from work for the following reason(s):
 - (1) Testify in response to a subpoena issued by a court of competent jurisdiction in a matter to which the employee is not a party;
 - (2) Serve on a jury;
 - (3) Report for jury duty examination; or
 - (4) Testify in a proceeding in which the employee was a witness while on Library business.
- b. Employees shall notify the supervisor or manager immediately upon receiving the subpoena or jury summons. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence.
- c. An employee must provide the Library with a statement signed by an official of the court certifying the employee's service as a witness or juror or appearance in court for such compensation paid. Pursuant to the California Code of Civil Procedure Section 215, any remuneration received from the court, less transportation allowance, must be returned to the court by the employee.
- d. The Library may require the employee to elect to be on telephone alert for the appearance.

3.7 CATASTROPHIC LEAVE PLAN

- a. All full-time unrepresented employees shall accrue catastrophic leave at the rate of 1 hour, 40 minutes in each of the first two (2) pay periods of every month (equivalent to 40 hours annually). A part-time employee shall accrue catastrophic leave on a pro-rata basis calculated on actual paid hours.
- b. Purpose of Leave

Catastrophic leave may be taken to attend to the employee's own serious health condition or the serious health condition of a member of the employee's family, provided that the condition is anticipated to last for greater than 30 consecutive days.
- c. Eligibility
 - (1) Catastrophic leave may only be used by regular employees who have exhausted all available paid leave balances in excess of 80 hours.
 - (2) Catastrophic leave shall have no cash value and will be forfeited upon the employee's separation from employment with the Authority.
 - (3) Catastrophic leave may not be applied to the Leave Donation Plan.

- e. Family Members
 - (1) Parent: The biological, foster or adoptive parent, a stepparent or a legal guardian of the employee. Parent does not include "parent-in-law."
 - (2) Child: Biological, adopted or foster child, stepchild or legal ward of the employee or the employee's registered domestic partner.
 - (3) Spouse: A husband or wife as defined or recognized under State law for purposes of marriage.
 - (4) Domestic Partner: A domestic partner registered with the state of California
- f. Catastrophic leave hours shall be used on a consecutive, continuous and uninterrupted basis. No intermittent leave shall be permitted for use of catastrophic leave hours except at the discretion of the Library Director.
- f. Coordination with FMLA/CRFA Leave:
If the employee has not previously exhausted leave under the Family Medical Leave Act or California Family Rights Act, catastrophic leave will run concurrently with these leaves.
- g. The Library Director shall promulgate and distribute a policy and procedure for the administration of catastrophic leave.

3.8 LEAVE DONATION PLAN

- a. A regular employee, whether represented or unrepresented, may donate to or receive from an unrepresented or a represented employee, usable leave credits, except catastrophic or sick-leave credits. Participation in this plan is voluntary.
- b. All donations shall be made and accepted in writing using Authority- provided forms and procedures.
- c. The donation shall be made in a minimum of four (4)-hour increments of accrued time.
- d. Donations shall be on an hour-for-hour basis, regardless of the pay rates of the donor and recipient.
- e. Donated hours shall be kept in a pledge status until used. Donations shall be date-stamped as they are received and used in date-stamped order. As needed, pledged hours shall be debited from the donor's leave balance and credited to the recipient's PTO balance.
- f. Management employees may only receive donations from management employees. A non-management employee may not receive donations from a subordinate employee where a direct supervisor/subordinate relationship exists. Any exception to this paragraph must be approved by the Library Director or designee.

- g. To be eligible to request donations, an employee must:
 - (1) Be incapacitated and unable to work due to a prolonged catastrophic non-industrial illness or injury that is estimated to last for at least thirty (30) calendar days, or to provide necessary care for a family member as defined in 3.7(d), who is incapacitated for at least 30 days; and,
 - (2) Have exhausted all usable leave balances except for 80 hours of PTO; and,
 - (3) Be on an approved leave of absence.
- h. All donated hours must be used on a continuous and uninterrupted basis and will be paid at the rate of pay and normal work schedule of the recipient, along with all usable hours accrued, until the earliest of the following event occurs:
 - (1) All leave balances, including both the donated and accrued leave, are exhausted; or
 - (2) The employee returns to work at his/her normal work schedule; or
 - (3) The employee's employment terminates.
- i. Donations received while a recipient is still utilizing previously donated and related accrued leave time may be used immediately thereafter. Hours donated subsequent to exhausting all donated hours shall be accumulated and utilized along with related accrued leave hours in amounts equal to the recipient's normal bi-weekly work hours.
- j. Used donated leave time shall count toward the application of Authority service and benefits in the same manner as when the employee is on paid leave.
- k. Used donated leave time shall be subject to the recipient's normal payroll deductions.
- l. The Authority shall promulgate a policy and procedure to implement and administer leave donation.

3.9 INDUSTRIAL DISABILITY LEAVE

- a. An employee who has suffered a work-related illness or injury in the performance of assigned duties shall immediately undergo such medical examination as the supervisor, manager or designee deems necessary. The employee shall not be considered absent from duty during the time required for such an examination. Failure or refusal of the employee to undergo such medical examination shall constitute a waiver on the part of the employee of the leave benefits of this section.
 - (1) An employee who has suffered a work-related injury or illnesses shall immediately inform his/her supervisor of such injury and shall complete any forms provided to him/her within 24 hours of receipt.

- b. An employee who is unable to perform any appropriate work assignments because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits, in addition to those provided pursuant to the California Workers' Compensation Insurance Act:
 - (1) During any period of disability due to a work-related illness or injury for which payment is not provided under workers' compensation insurance, the employee shall use any leave with pay that he/she has accrued, excluding Catastrophic Leave. If it is the determination of workers' compensation insurance that the employee should have received payment, the amount of paid leave utilized will be credited back to the employee.
 - (2) During any period of disability for which payment is provided under workers' compensation insurance, the employee shall elect to either:
 - i. Retain any workers' compensation benefits received during the pay period and receive a partial paycheck in an amount so that the partial pay and the workers' compensation benefits taken together are equivalent to the employee's regular full pay. The employee shall use accrued paid leave, excluding Catastrophic Leave, for purposes of this integration; or,
 - ii. Retain any workers' compensation benefits received during the pay period(s) as total compensation. If the employee chooses to retain the compensation benefits provided by workers' compensation, the employee shall not receive a paycheck for the pay period from SPL. It shall be the responsibility of the employee to pay the employee's share of any insurance premiums.
- c. All disability leave provisions of this section shall terminate on the date of the employee's recovery from disability, receipt of permanent disability under workers' compensation insurance, retirement, separation from Authority employment or death, whichever occurs first. In cases where workers' compensation is not immediately payable, the employee shall use accrued paid leave during the first initial three (3) days of an industrial accident.

The employee's paid-leave accrual shall be credited for the amount of paid leave utilized when it is determined by workers' compensation that:

- (1) The accident is, in fact, work-related;
 - (2) Time off and duration thereof are warranted; and
 - (3) Workers' compensation pays the employee for the initial three (3)-day waiting period.
- d. The Authority has the right to require that the treatment of work-related injuries or illnesses be provided by an Authority- designated physician in accordance with Sections 4600 and 4601 of the Labor Code. This does not preclude the employee from seeking treatment from a physician of the employee's choice, designated in advance as provided by law.
 - e. An employee who has suffered work-related illness or injuries and is utilizing accrued paid leave while on workers' compensation is considered to be in paid status and shall continue to accrue PTO.

- f. An employee who has suffered a work-related illness or injuries shall immediately inform his/her supervisor of such injury and shall complete any forms provided to him/her within 24 hours of receipt.
- g. The Authority may make alternative assignments, retrain employees, or as provided under the Government Code.
- h. An employee who has suffered a work-related injury or illness is encouraged to schedule doctor appointments/medical examinations outside of his/her normal work hours. If doctor appointments/medical examinations are scheduled during the employee's work hours, the employee's accrued paid leave balances, e.g. Paid Time Off (PTO), Holiday Credit (HCE), shall be utilized. If the employee does not have accrued paid-leave balances, the time taken to attend doctor appointments/medical examinations shall be unpaid leave (LWOP).

3.10 BEREAVEMENT LEAVE

The Library Director shall authorize bereavement leave for a regular unrepresented employee on active pay status in the event of a death in the employee's household or of an immediate family member.

- a. Immediate family is defined as: spouse, child, stepchild, parent, step-parent, parent-in-law, sibling, grandchild, grandparent, a domestic partner registered with the State of California, or any individual who resided with the employee at the time of death.
- b. A full-time regular employee shall, upon written request, be granted up to three (3) days with pay for any one (1) death. In the event that the employee needs to travel to a location more than 300 miles away from the city of Sacramento, an employee may use up to two (2) additional days for travel, which time shall be taken from Catastrophic Leave time. The employee will be required to submit documentation for the need to take these additional days.
- c. Bereavement leave shall be pro-rated for part-time employees.
- d. The Library Director may, at his/her sole discretion, grant bereavement leave for deaths of other persons if it is determined that special circumstances are applicable.
- e. Bereavement leave is not accrued or carried over from year to year, and has no cash value at the time of an employee's separation.
- f. An employee must provide documentation of the need to take bereavement leave; documentation may be provided upon the employee's return to work.

3.11 FAMILY AND MEDICAL LEAVE (FMLA)

The Library Director shall coordinate a request for Leave of Absence for Medical reasons under FMLA and other applicable federal or state laws.

3.12 LEAVES OF ABSENCE WITHOUT PAY

- a. Upon written request and approval by the Library Director, a leave of absence without pay may be granted to any regular unrepresented employee for up to six (6) months. The unpaid leave of absence may be extended by the Library Director based on unusual and special circumstances. Unpaid leaves of absence for non-medical reasons may not be granted for absences that can be covered by paid-time-off accruals, except the employee may maintain an accrual balance of forty (40) hours of PTO. Leave under this section shall not be granted to seek or accept other employment.
- b. Requests for Leave of Absence without Pay shall be submitted to the Library Director and shall state specifically the reasons for the leave, the date when the leave is to begin, and the date of return.
- c. Military Leave shall be granted as required by state and federal law.
- d. An employee shall not accrue paid time off (PTO), catastrophic leave (CAT) or Retiree Health Savings (RHS) while on leave of absence without pay. Health Benefits shall be applied in accordance with Article 2 Health and Welfare section 2.1 (c).
- e. The Library Director may revoke a leave of absence if the reason for granting such leave was misrepresented or has ceased to exist. Such misrepresentation is also grounds for disciplinary action.
- f. An employee on an approved leave of absence without pay is eligible to return to his/her classification at the completion of such leave.
- g. The employee shall not be entitled to selectively intersperse paid leave with unpaid leave for the purpose of accruing benefits or qualifying for Authority insurance contributions.

3.13 REINSTATEMENT: VOLUNTARY RESIGNATION

The Library Director may waive the hiring process and re-hire an unrepresented employee who has voluntarily resigned. To be eligible the employee shall be rehired within one year of their resignation date. The employee shall be re-employed into the classification from which they resigned. The employee will accrue PTO and other benefits as a new hire.

- a. Employee's classification seniority date shall be adjusted for the months absent due to resignation (e.g. classification seniority date 1/1/2018 will become 7/1/2018 for an absence of 6 months).

3.14 LEAVE INCENTIVE CREDIT: NON-MANAGEMENT

- a. Full-time regular employees who use twelve (12) hours or less of unanticipated leave from January 1 through June 30 or July 1 through December 31 shall receive eight (8) hours Leave Incentive Credit following the six (6)-month period in which it was earned.

- b. Part-time regular employees who work forty (40) or more hours per pay period and who use six (6) hours or less of unanticipated leave shall receive four (4) hours of Leave Incentive Credit following the six (6)-month period in which it was earned.
- c. Leave Incentive Credit not utilized by the employee's last workday of the designated six (6)-month period shall be forfeited. Leave Incentive Credit shall not accrue to Paid Time Off or Catastrophic Leave balances and shall have no monetary value.
- d. "Unanticipated leave" is leave requested within forty-eight (48) hours of the absence.
- e. Regular employees must be continuously on the Authority payroll and eligible to earn and use Leave Incentive Credit during the entire period designated. Any employee on an unpaid leave of absence during a portion of the designated period is excluded for that time period. Any employee who receives workers' compensation or SDI integration during the period designated is excluded from participation for that time period.
- f. This program does not restrict an employee's ability to use Paid Time Off as authorized.

**ARTICLE 4
REIMBURSEMENTS AND ALLOWANCES**

4.1 REIMBURSEMENTS AND ALLOWANCES

- a. Reimbursement for privately-owned vehicles
 - (1) Unrepresented non-management employees required to utilize their private vehicles for official Authority business shall be reimbursed for such use at the Internal Revenue Service (IRS) business mileage deduction rate and in compliance with the Authority's Travel Policy and Procedures, which can be found on the staff intranet.
 - (2) The Library Director may offer management employees a vehicle allowance not to exceed \$400 and Authority-provided parking. This allowance is compensation for the use of privately owned vehicles on Authority business. The monthly vehicle allowance shall be in lieu of the payment of all mileage, except for out-of-county travel on Authority business.
 - (3) This benefit shall be pro-rated in the event that the management employee has been unable to report to duty for medical or non-medical reasons, in a paid or unpaid status, for a continuous 30-day period.
 - (4) Any privately owned vehicle operated on Authority business by any employee shall be insured against liability in persons and property, including wrongful death, in an amount no less than the minimum coverage required by the State of California for bodily injury and property damage.
- b. Authority-Paid Monthly Public Transit Pass for Non-Management Employees
 - (1) Unrepresented non-management employees may receive one of the following public transit allowances:

- 100% Authority-paid Sacramento Regional Transit District (SRTD) monthly pass;
- Non-zone sticker; or
- Reimbursement for SRTD-equivalent passes for other public transit regulated by the Public Utilities Commission.

(2) The Library Director shall promulgate a policy and procedure to implement and administer the transit pass benefit.

4.2 PARKING ALLOWANCE

Unrepresented non-management employees who work at the Central Library and drive to work shall be reimbursed for full parking costs. The employee is not eligible for this allowance if the employee has elected the Authority-Paid Monthly Public Transit Pass benefit, is purchasing a monthly parking space in the county garage, or is not incurring parking expenses.

4.3 TUITION REIMBURSEMENT/PROFESSIONAL DEVELOPMENT ALLOWANCE

The Authority shall reimburse regular unrepresented employees in this unit for the costs associated with professional development, such as approved conference attendance or tuition, books and fees, excluding parking, up to a maximum of \$1,000 per calendar year, relevant to the employee's assignment, as approved by the employee's supervisor or manager, pursuant to the Authority's existing policy for such educational reimbursement.

4.4 PROFESSIONAL MEMBERSHIPS

The Authority shall reimburse unrepresented employees for fees associated with membership in professional organizations up to \$150 per fiscal year for unrepresented non-management employees, and up to \$500 per employee for management employees, upon approval of the Library Director. Such organization must be a recognized professional organization and must be related to the employee's position and classification.

ARTICLE 5 HOURS OF EMPLOYMENT AND OVERTIME

5.1 HOURS OF EMPLOYMENT

- a. The workweek for Authority employees shall begin at 12:01 a.m. on Saturday, and end at 12:00 midnight the following Friday. A non-management, full-time employee's workweek shall consist of forty (40) working hours during the said seven (7)- day period, comprised of five (5) eight (8)-hour work days.
- b. Unrepresented Management employees exempt from the provisions of the Fair Labor Standards Act shall not accrue compensating time off or earn overtime pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, but shall be expected to devote as much time to their employment as may be necessary for the efficient operation of the Authority.
- c. The Library Director may establish alternative workweek schedules for operational reasons. Such alternative workweek schedules are subject to modification or cancellation at any time, with prior notification of ten (10) working days, and must be reviewed and re-approved on an annual basis.

- d. The hours of work and work schedule for part-time employees shall be determined by the supervisor or manager.

5.2 REST PERIODS

- a. Each unrepresented non-management employee shall be afforded rest periods. The length of the rest periods will be fifteen (15) minutes during the first half of the employee's work shift, and fifteen (15) minutes during the last half of an employee's work shift. Employees who work a six (6)-hour workday without a meal period will be allowed two (2) ten (10)-minute rest periods. Employees who work a four (4)-hour work shift will be allowed one fifteen (15)-minute rest period.
- b. Rest periods may not be accumulated, nor will they be scheduled within one hour of the beginning or the end of the workday or meal period.
- c. Whenever it is necessary for an employee to work overtime in excess of two (2) consecutive hours at the end of the workday, the employee shall be granted an additional unpaid meal period, at the option of the employee. This rest period must be scheduled at the end of the employee's regular shift, and prior to working overtime hours.

5.3 LUNCH PERIODS

Unrepresented non-management employees shall be allowed an unpaid lunch period of not less than thirty (30) minutes nor more than one hour that shall be scheduled in the middle of the workday. Exceptions to the one-hour maximum are subject to prior written approval of the employee's immediate supervisor. If an employee is required to work during a scheduled lunch period by his/her supervisor, the employee shall be given an alternate unpaid lunch period, or compensated for the additional work time, as determined by his/her supervisor.

5.4 OVERTIME FOR UNREPRESENTED NON-MANAGEMENT EMPLOYEES

- a. Unrepresented non-management employees required by their manager or supervisor to work in excess of forty (40) hours in a workweek shall be compensated for such work time at one and one-half (1½) times their regular rate of pay.
- b. As determined by the manager, supervisor or designee, the employee will either be paid or receive Compensating Time Off (CTO).
- c. For the purpose of computing the number of hours worked, all absences with pay shall be counted and included as time worked. Time worked in excess of eight (8) hours in a day or on a recognized holiday shall not be included in determining whether an employee has worked in excess of forty (40) hours in a week.
- d. An employee may accrue up to eighty (80) hours of CTO.
- e. Scheduling of CTO must be approved in advance by the manager or supervisor.
- f. Employees shall not work overtime without the prior authorization of the employee's manager

or supervisor except when necessitated by an emergency situation.

- g. Overtime compensation is excluded from retirement calculations of “compensation earnable.”

5.5 FURLOUGH

- a. The Authority, in its sole discretion, shall determine whether furloughs are necessary. For example, and without limitation, the Authority may determine that furloughs are necessary if it concludes, in its sole discretion, that revenues and expenditures on a year-to-year basis are not achieving or have not achieved the goals and/or projections of the five-year plan.
- b. Employees working under alternative work schedules shall be moved to a five (5)-to-eight (8) schedule during weeks of furlough.
- c. SPL may designate furlough days either on an individual basis, per arrangement with supervisor and employee; on a “rolling” basis; through System-wide closure; or through a combination of these elements. A “rolling” basis means non-simultaneous closure(s) of one or more branches and Central, with all such branches, including Central, covered by the same number of furlough days. System-wide closure means closure of all branches and Central simultaneously.
- d. Each incidence of a furlough day will be treated as a day of unpaid leave and employees’ paychecks for the pay period in question will be commensurately reduced.
- e. Furloughs shall not reduce fringe contributions or PTO accruals.

ARTICLE 6 MISCELLANEOUS

6.1 OFF-DUTY EMPLOYMENT OF UNREPRESENTED EMPLOYEES

- a. Unrepresented employees shall not engage in any other employment, work, profession, business or enterprise that is inconsistent, incompatible, in conflict with or adversely affects the performance of their duties, or that is inimical to the most effective performance of the mission of the Authority or the best interests of the Authority.
- b. Unrepresented employees shall not accept any off-duty employment without the express consent, in advance, of the Library Director.
- c. An unrepresented employee shall not work:
 - (1) In any employment that will tend to bring discredit upon the Authority or that is detrimental to Authority goals or that will reduce an individual's efficiency or usefulness as an Authority employee.
 - (2) In any employment requiring an affiliation, membership or allegiance tending to influence conduct in a manner inconsistent with the proper discharge of responsibilities to the Authority or the public interest.

- (3) In any employment for any other municipality or political subdivision of the state or federal government (except by express permission of the Library Director).
- (4) In any off-duty position while on sick leave or injured-on-duty status.
- d. An unrepresented employee may request authorization for off-duty employment by forwarding a letter of request in duplicate to the Library Director. The letter should provide details concerning the type of employment, expected duration of employment and the employer's name.
- e. The Library Director will notify each unrepresented employee of action taken on the request for off-duty employment by indicating such action on the letter of request and returning it to the individual.
- f. Authorization for off-duty employment may be revoked by the Library Director at any time if it has been determined that the provisions of this Section have not been followed.
- g. The Library Director will notify the employee, by letter, of actions taken to revoke previous authorization for off-duty employment.
- h. Part-time, seasonal or limited-term employees are not subject to the restrictions of this section.
- i. The Sacramento Public Library Authority reserves the right to make changes in schedules that may impact off-duty employment. The Authority is not obligated to alter work schedules or conditions of employment to accommodate off-duty work.

6.2 UNREPRESENTED APPOINTMENTS

- a. Unrepresented employees are considered to be "at will" according to provisions of the California Labor Code, meaning that the employer or employee can terminate the employment relationship at any time, without cause. There shall be no appeal available.
- b. In the event of layoff or in the event they are otherwise released, unrepresented, non-management employees who have previously held a position with the Authority in a represented classification may return to their prior represented classification (at their prior salary step for the represented classification) if they are laid-off or released before completing 2,080 hours (for full-time employee) or 1,040 hours (for part-time employee) in the unrepresented, non-management position. This period shall be extended for all hours of time off due to work related injury, as well as paid or unpaid leave time if the employee is absent on a cumulative basis in excess of twenty (20) workdays. Unrepresented, non-management employees do not have return rights to a prior represented classification in the event of termination as a result of discipline.
- c. Nothing in this Resolution shall be construed to be an express or implied covenant or contract, or to create a property right or tenure for any person appointed to positions that are unrepresented. Unrepresented employees serve at the pleasure of the Library Director.

6.3 PAYROLL OVERPAYMENTS/UNDERPAYMENTS

- a. In the event an overpayment or underpayment has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the Authority shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.
- b. In the event an employee received an overpayment in wages or benefits, reimbursement to the Authority shall be accomplished by:
 - (1) Lump sum payment by the employee;
 - (2) A one-time deduction from usable leave credit balances equivalent to the overpayment at the employee's current hourly rate;
 - (3) A repayment schedule through payroll deduction equivalent to the number of pay periods over which the overpayment occurred; and/or
 - (4) Other means, as may be mutually agreed between the parties.
- c. No repayment schedule shall exceed twenty-six (26) pay periods
- d. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within one year from the ending date of the pay period in which the overpayment or underpayment is discovered. "Action is taken," as used in this Section, shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the Authority of an underpayment.

6.4 PERS RETIREMENT PLAN AND CONTRIBUTION

- a. For employees hired on or before December 31, 2012, the Authority's contract with the Public Employees Retirement System (PERS) provides the following structure for unrepresented employees:
 - Modified 2% at age 55
 - One-year highest compensation
 - 2% COLA
 - 25% survivor continuation
 - 50% industrial disability
 - Military service credit
- b. For employees hired on or after January 1, 2013, and who meet the definition of "new member" under Government Code § 7522.04(f), the Authority's contract with the Public Employees Retirement System (PERS) for miscellaneous employees shall provide for the following structure:
 - 2% at age 62
 - Employee contribution rate of 50% of the total normal cost rate
 - Three-year average compensation
 - 2% COLA
 - 25% survivor continuation
 - 50% industrial disability

- Military service credit
- c. Effective July 1, 2015, management employees hired on or before July 1, 2011, are responsible for paying the full amount of the employee's share of the retirement contribution to the PERS retirement plan.
 - d. Employees hired on or after July 1, 2011 are responsible for paying the full amount of the employee's share of the retirement contribution to the PERS retirement plan.

6.5 MODIFIED/ALTERNATIVE DUTY POLICY

The Library provides a Return to Work program for employees who have been injured on the job. The program provides temporary modified or alternative work as soon after a work related injury as possible. This is a temporary program. Details of the program are available on the staff intranet.

6.6 BILINGUAL PAY: NON-MANAGEMENT

- a. A differential of five percent (5%) over base rate will be paid to unrepresented non-management employees who meet the following criteria: (1) management has approved a justification form for the employee submitted pursuant to the Authority's Bilingual Pay Policy and Procedure; and (2) the employee has passed the required language skills assessment. Bilingual pay may be discontinued upon occurrence of certain events identified in the Authority's Bilingual Pay Policy and Procedure.
- b. The Bilingual Pay Policy and Procedure is available on the staff intranet.

6.7 DEFINITIONS

- a. Exempt Employee: An employee who has been appointed to a position (either regular or temporary) that is exempt from the overtime provisions of the California Labor Code and Implementing Regulations, and the Federal Labor Standards Act (FLSA).
- b. Non-Exempt Employee: An employee who is in a classification that is subject to overtime.
- c. Provisions of the California Labor Code and Implementing Regulations, and the Federal Labor Standards Act.
- d. Confidential: An employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to information contributing significantly to the development of management positions.
- e. Paid Status: Being paid for time while: (1) at work; (2) on PTO or other approved paid time off hours (except administrative leave), including, but not limited to, holidays and holiday credit; (3) on State Disability Leave or State Paid Family Leave and integrating with available leave balances; (4) on workers' compensation leave and integrating with available leave balance; (5) on jury duty; (6) on bereavement leave. Unpaid leave of absence or disciplinary suspension is not considered Paid Status.