



**00812-Janitorial Products & Industrial Paper-Green**

**Contract Amendment**

**Date Issued:** 6/29/15  
**Effective Date:** 7/31/15  
**Amendment Number:** 1  
**Contractor Name:** Coastwide Laboratories

This Contract Amendment is issued under the provisions of [the contract referenced above]. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.


**Purpose of Amendment**

Extend contract 00812-Janitorial Products & Industrial Paper-Green for an additional 24 month term. New Term is July 31, 2015 through July 30, 2017.

**Authorizing Signatures**


**For Contractor:**

**Chris Correnti**, Coastwide  
Laboratories 888-200-0656  
10000 SW Commerce Circle  
Wilsonville, OR 97070  
[coastwidesales@coastwidelabs.com](mailto:coastwidesales@coastwidelabs.com)


Signature   
Date 7/2/15

**For State of Washington:**

**Scott Schumacher**, Contracts Specialist  
Contracts, Procurement, and Risk Management (CPRM)  
(360) 407-8527  
PO Box 41408  
Olympia WA 98504-1408  
[Scott.Schumacher@des.wa.gov](mailto:Scott.Schumacher@des.wa.gov)

Signature   
Date 7-15-15

**CPRM Authorizing Manager:**

Signature   
Date 7-15-15

## **Contract Amendment**

---

### **00812-Janitorial/Industrial Paper Supplies-Green**

**Date Issued:** 12/1/15

**Effective Date:** Upon DES execution

**Amendment Number:** 2

**Contractor Name:** Coastwide Laboratories

This contract amendment is issued under the provisions of DES Contract #00812. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

### **Purpose of Amendment**

To add:

#### **"CONTRACT SALES REPORT"**

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a required vendor number.

"Zero" sales: Contractor is required to report "zero" sales even if no sales occurred during the reporting period.

The report shall identify:

- A. Purchasers who have been invoiced for work orders awarded through this contract;
- B. Amounts invoiced for each purchaser during the reporting period

Report due dates:

<b>For sales invoiced during ...</b>	<b>Due date</b>
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31

The report may be corrected or modified by DES with subsequent written notice to the contractor. Upon request, contractor is required provide contact information for all purchasers during the term of this contract.

A further description of the sales reporting requirement and the management fee based upon it can be found in sections 3.8 and 3.9 of Appendix A, Master Contract Terms and Conditions."

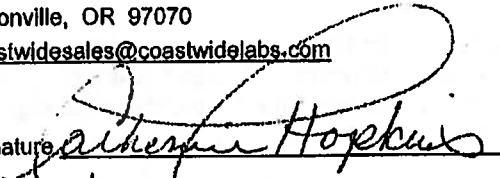
### Authorizing Signatures

#### For Contractor:

**Catherine Hopkins,**  
**Coastwide Laboratories**  
(888) 200-0656  
10000 SW Commerce Circle  
Wilsonville, OR 97070  
[Coastwidesales@coastwideabs.com](mailto:Coastwidesales@coastwideabs.com)

Signature

Date

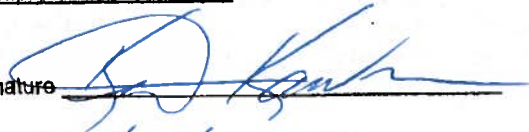
  
12/1/2015

#### For State of Washington:

**Farrell Presnell, Assistant Director**  
Contract, Procurement, & Risk Management (CPRM)  
(360) 407-8820  
PO Box 41411  
Olympia WA 98504-1411  
[farrel.presnell@des.wa.gov](mailto:farrel.presnell@des.wa.gov)

Signature

Date

  
12/2/2015

<b>State of Washington</b> <b>Contracts, Procurement, &amp; Risk Management</b> <b>Division</b> <b>Department of Enterprise Services</b> <b>P.O. Box 41411</b> <b>Olympia, WA 98504-1411</b>	<b>CONTRACT AMENDMENT</b>	
	<b>Contract No.:</b>	<b>00812</b>
<b>Staples Contract &amp; Commercial, Inc.</b> <b>1 Environmental Way</b> <b>Broomfield, CO 80021</b>	<b>Amendment No.:</b>	<b>Three</b>
	<b>Effective Date:</b>	<b>July 1, 2017</b>

**THIRD AMENDMENT  
TO  
CONTRACT NO. 00812  
JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This third Amendment ("Amendment") to Contract No. 00812 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Staples Contract & Commercial, Inc., a Delaware Corporation ("Contractor") and is effective as of July 1, 2017.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00812 dated effective as of July 1, 2013 ("Contract").
- B. The Parties previously amended the Contract July 31, 2015 to extend the contract 00812 Janitorial/Industrial Paper Supplies – Green for an additional 24 month term. Term was amended to July 31, 2015 through July 30, 2017.
- C. The Parties intend to amend the Contract to extend the Contract term for 12 months, from August 1, 2017 through July 31, 2018.
- D. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 1, 2017 will be subject to the VMF set forth in this amendment.
- E. The amendment set forth herein is within the scope of the Contract.
- F. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is amended to extend the term such that it shall terminate July 31, 2018.
2. **VENDOR MANAGEMENT FEE.** Participating Addendum, dated September 3, 2013, is hereby amended by deleting the clause entitled Department of Enterprise Services Management fee, existing Section in its entirety and inserting the following in lieu thereof:

**VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

  - (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:


**Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0150.**
  - (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
  - (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
  - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
  - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**Signatory**

**Staples Contract & Commercial,  
Inc., A Delaware Corporation**

By:   
Name: Chris Correnti  
Title: VP + GM, Facility Solutions  
Date: 5/30/17

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Monya Tabor  
Title: Contracts Specialist  
Date: 6/2/17

<b>State of Washington</b> Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	00812
<b>Staples Contract &amp; Commercial, LLC.</b> <b>DBA: Staples Advantage</b> <b>1 Environmental Way</b> <b>Broomfield, CO 80021</b>	Amendment No.:	Four
	Effective Date:	August 1, 2018

**FOURTH AMENDMENT**  
**TO**  
**CONTRACT NO. 00812**  
**JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This Fourth Amendment ("Amendment") to Contract No. 00812 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Staples Contract & Commercial, LLC. doing business as Staples Advantage, a Delaware corporation ("Contractor") and is effective as of August 1, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00812 for Janitorial/Industrial Paper Supplies-Green dated effective as of July 1, 2013 ("Contract").
- B. The Parties previously amended the Contract three (3) times:
  - a. Amendment 1 effective July 31, 2015 (extending term)
  - b. Amendment 2 effective December 2, 2015 (add contract sales report)
  - c. Amendment 3 effective July 1, 2017 (extension and increase in vendor management fee)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract is amended to extend the term thirty six (36) months, ending July 31, 2021.

2. SSB 5883 § 147 PAY EQUALITY PROVISION. The contract is hereby amended by adding the following clause Section 2.1 Pay Equality:

**2.1** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 3 NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 4 INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 5 AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 6 ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.




7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.


EXECUTED AND EFFECTIVE as of the day and date first above written.

**Signatory**

**STAPLES CONTRACT AND COMMERCIAL,  
LLC. A DELAWARE CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: BRUCE TRAHY  
Title: AREA VICE-PRESIDENT  
Date: 9/2/2018

By:   
Name: Josh Klika  
Title: Procurement Supervisor  
Date: 7/9/18

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	00812
Staples Contract & Commercial, LLC 4510 Frontage Road Northwest Auburn, WA 98001	Amendment No.:	Five
	Effective Date:	August 1, 2021

**FIFTH AMENDMENT  
TO  
STATEWIDE CONTRACT NO. 00812  
JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This Fifth Amendment (“Amendment”) to Contract No.00812 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Staples Contract & Commercial, LLC, doing business as Staples Advantage a Delaware corporation (“Contractor”) and is dated as of August 1, 2021.

**R E C I T A L S**

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00812 for Janitorial/Industrial Paper Supply - Green dated effective as of July 1, 2012 (“Contract”).
- B. The Parties previously amended the Contract four (4) times:
  - a. Amendment 1, effective July 31, 2015, extended the term through July 30, 2017.
  - b. Amendment 2, effective December 2, 2015, added Washington’s reporting requirements.
  - c. Amendment 3, effective July 1, 2017, included two (2) actions:
    - i. Increased Vendor Management Fee, and
    - ii. Extended the term through July 31, 2018.
  - d. Amendment 4, effective August 1, 2018, included two (2) actions:
    - i. Added language addressing SSB 5883 147 addressing Washington’s Pay Equality requirement, and
    - ii. Extended the term through July 31, 2021.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**A G R E E M E N T**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


1. **CONTRACT AMENDMENT.** Section 1 of the Contract (Term) is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:
  1. **TERM.** The term of this Master Contract is one hundred-twenty (120) months, commencing July 1, 2013, and ending June 30, 2023.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**STAPLES CONTRACT & COMMERCIAL, LLC**  
**A DELAWARE CORPORATION**

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: 

By: 

Name: Michael Cusick

Name: Nicolas Ioanna

Title: Vice President/GM

Title: Procurement Supervisor

Date: 07/28/2022

Date: 7/28/2022











# 00812a5 Staples-Final

Final Audit Report

2022-07-28

Created:	2022-07-28
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR746o-_7iPxy5suzeTrwyn1C86aql-7L

## "00812a5 Staples-Final" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)  
2022-07-28 - 3:31:06 PM GMT- IP address: 198.238.242.30
-  Document emailed to michael.cusick@staples.com for signature  
2022-07-28 - 3:31:36 PM GMT
-  Email sent to sid.thompkins@staples.com bounced and could not be delivered  
2022-07-28 - 3:31:55 PM GMT
-  Email viewed by michael.cusick@staples.com  
2022-07-28 - 4:55:03 PM GMT- IP address: 104.47.66.126
-  Signer michael.cusick@staples.com entered name at signing as Michael Cusick  
2022-07-28 - 4:57:01 PM GMT- IP address: 136.226.75.28
-  Document e-signed by Michael Cusick (michael.cusick@staples.com)  
Signature Date: 2022-07-28 - 4:57:03 PM GMT - Time Source: server- IP address: 136.226.75.28
-  Document emailed to Nicholas Ioanna (nicholas.ioanna@des.wa.gov) for signature  
2022-07-28 - 4:57:05 PM GMT
-  Email viewed by Nicholas Ioanna (nicholas.ioanna@des.wa.gov)  
2022-07-28 - 4:57:10 PM GMT- IP address: 40.94.28.254
-  Document e-signed by Nicholas Ioanna (nicholas.ioanna@des.wa.gov)  
Signature Date: 2022-07-28 - 8:05:23 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.  
2022-07-28 - 8:05:23 PM GMT

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT ASSIGNMENT</b>	
	Contract No.:	00812
<b>Assignor</b> Coastwide Laboratories, Inc. 10000 SW Commerce Circle Wilsonville, OR 97070	Effective Date:	February 1, 2017
<b>Assignee</b> Staples Contract & Commercial, Inc. – Assignee 1 Environmental Way Broomfield, CO 80021		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT  
FOR  
CONTRACT NO. 00812  
Janitorial/Industrial Paper Supplies - Green**

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 00812 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Coastwide Laboratories, Inc., a Washington Corporation ("Assignor"), and Staples Contract & Commercial, Inc., a Delaware Corporation ("Assignee") and is dated and effective as of February 1, 2017 ("Effective Date").

**RECITALS**

- A. State and Assignor entered into that certain Contract No. 00812 for Janitorial/Industrial Paper Supplies - Green dated effective as of July 31, 2013 ("Contract");
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

- 1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under

the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto and made a part hereof.

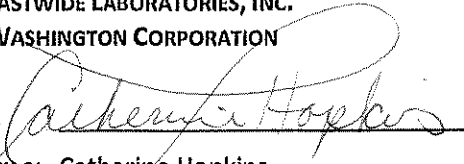
2. **ASSUMPTION OF CONTRACT.** As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. **CONSENT TO ASSIGNMENT & ASSUMPTION.** State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. **INSURANCE.** The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. **NOTICES.** Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:  
Attn: Mark Fortney  
Staples Contract & Commercial, Inc.  
1 Environmental Way  
Broomfield, CO 80021  
Email: [mark.fortney@staples.com](mailto:mark.fortney@staples.com)
6. **BINDING EFFECT.** All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. **THIRD-PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. **INTEGRATED AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

10. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

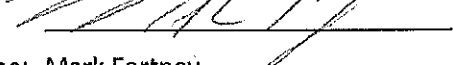
11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

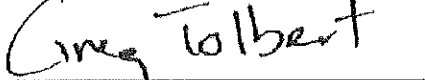
**ASSIGNOR**  
**COASTWIDE LABORATORIES, INC.**  
**A WASHINGTON CORPORATION**

By:   
Name: Catherine Hopkins  
Title: Customer Service Manager  
Date: 28<sup>th</sup> February 2017

**ASSIGNEE**  
**STAPLES CONTRACT & COMMERCIAL, INC.,**  
**A DELAWARE CORPORATION**

By:   
Name: Mark Fortney  
Title: Area Vice President, Facility Solutions  
Date: 2-14-17

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Greg Tolbert  
Title: Legal Services Manager  
Date: 2-28-2017

<b>STATE OF Washington</b> Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
<b>ASSIGNOR</b> Staples Contract & Commercial Inc. 500 Staples Drive Framingham, MA 01702
<b>Assignee</b> Staples Contract & Commercial LLC. 500 Staples Drive Framingham, MA 01702

<b>Contract Assignment</b>	
Contract No.:	00812
Effective Date:	March 1, 2018

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT**  
**FOR**  
**CONTRACT NO. 00812**  
**JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 00812 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Staples Contract & Commercial Inc., a Delaware Corporation ("Assignor"), and Staples Contract & Commercial LLC., a Delaware Limited Liability Company ("Assignee") and is dated and effective as of March 1, 2018 ("Effective Date").

**RECITALS**

- A. State and Assignor entered into that certain Contract No. 00812 for Janitorial/Industrial Paper Supplies - Green dated effective as of July 31, 2013 ("Contract");
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

**AGREEMENT**

Now THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

- 1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto and made a part hereof.




2. ASSUMPTION OF CONTRACT. As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. CONSENT TO ASSIGNMENT & Assumption. State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. INSURANCE. The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. NOTICES. Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:  
Attn: Bruce Trahey  
Staples Contract & Commercial LLC  
500 Staples Drive  
Framingham, MA 01702  
  
Email: [bruce.trahey@staples.com](mailto:bruce.trahey@staples.com)  
  
With a copy to: General Counsel (re: State of Washington)
6. BINDING EFFECT. All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. INTEGRATED AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

10. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

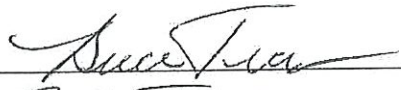
11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.


AsSIGNOR  
Staples Contract & Commercial Inc.  
A DELAWARE CORPORATION

By:   
Name: BRUCE TRANEY  
Title: AREA VICE PRESIDENT  
Date: 12/6/2019

ASSIGNEE  
Staples Contract & Commercial LLC.  
A DELAWARE LIMITED LIABILITY COMPANY

By:   
Name: BRUCE TRANEY  
Title: AREA VICE PRESIDENT  
Date: 12/6/2019

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By:   
Name: Chad Iwin  
Title: Contracts Supervisor  
Date: 12/9/19