

Term Contract

<p>University Address The University of Tennessee Purchasing Department 5723 Middlebrook Pike Knoxville TN 37921</p>	<p>Information Date: 10/05/2009 Contract No: 4600001890 Validity Date From: 03/01/2005 Validity Date To: 02/28/2010 Payment Terms: Within 30 days Due net Delivery Terms: U I. Destination Buyer: Morris Wilson <i>[Signature]</i> Phone: 865-974-3102 Fax: 865-974-2973 Framework Order #: 6500000237</p>
<p>Vendor Address Vendor No 1034472 STAPLES INC 1640 PHOENIX BLVD STE 250 ATLANTA GA 30349</p>	

Item	QTY	UM	Material/Description	Price Per Unit	Net Amount
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NOTICE OF CONTRACT MODIFICATION

TERMS AND CONDITIONS REGARDING THE FEDERAL ECONOMIC STIMULUS FUNDING PER THE ATTACHED AMENDMENT ARE ADDED TO THIS CONTRACT EFFECTIVE 10/5/09.

RE: STAPLES EMAIL OF 10/5/09 AND AMENDMENT DATED 10/2/09.

NOTICE OF CONTRACT EXTENSION

ORIGINAL VALIDITY PERIOD: 3/1/05 - 2/28/07
 VALIDITY PERIOD: 3/1/09 - 2/28/10
 EXTENSIONS: NONE

VENDOR CONTACT INFORMATION:

Knoxville - Debbie Spurgeon @ (865) 560-0144, Ext. 232
 Fax: (865) 560-9124; Email: debbie.spurgeon@staples.com

Chattanooga - James Pelt
 Phone: (800) 455-4826 X224
 Email: james.pelt@staples.com

Memphis/Martin - Christie Jenkins
 Phone: (901) 379-0974
 Email: christie.jenkins@staples.com

Tulahoma - Jana Calvert
 Phone: (615) 223-7073
 Email: jana.calvert@staples.com

Web Address:
<http://www.stapleslink.com>

00001	1	LOT	OFFICE SUPPLIES, FURNITURE AND	2,500,000.00	2,500,000.00
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This contract is issued subject to the terms and conditions which are stated within and referenced RFQ if applicable

Signature

[Handwritten Signature]

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EQUIPMENT IN STRICT ACCORDANCE WITH ATTACHED 200 ITEM CORE LIST
 PRICING AND DISCOUNTS FOR ALL OTHER ITEMS:

GENERAL SUPPLIES - 62%
 DIAMOND ITEMS (FURNITURE) - 30%
 PRIVATE LABEL - 72%

MINIMUM ORDER AS OF 9/15/08 - \$50 00

MAXIMUM FURNITURE ORDER - \$25,000

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***** NOTICE TO CONTRACTOR*****

In Accordance With General Bid Condition 67 -Summary Of Total Sales, The Contractor Is To Furnish Quarterly Reports, Detailing Total Sales To The University Against This Contract As Well As An Itemized List Of Items Purchased By The University For The Previous Quarter. A Reproducible Form For Your Use In Making The Reports Is Enclosed Use Additional Sheets of Paper If Necessary.

THIS CONTRACT IS BASED ON THE FOLLOWING:

- 1-Staples Letter Dated 12/11/08
- 2-Staples Letter Signed By Debbie Spurgeon & Email of 2/19/07
- 3-Request For Proposal Collective #30000073 Dated 6/9/04; Addendum #1 Dated 7/2/04; Addendum #2 Dated 7/7/04.
- 4-Staples Proposal Dated 7/14/04; Market Basket Emailed 8/3/04.
- 5-Special Proposal Conditions.
- 6-General Proposal Conditions.
- 7-Staples Response to 1/14/05 Email with revised volume rebates.
- 8-Staples Email of 1/13/05 modifying conversation rebate clause and agreeing Section 1.12 - Termination will not be changed.
- 9-Staples Email of 2/21/05 clarifying firm pricing.

Any questions concerning this contract should be directed to Morris Wilson.

ACCEPTED BY:

The University of Tennessee
J. I. Wade, C.P.M., Director of Purchasing

JTW/MMW/ac

**Amendment to Contract # 4600001890 between
Staples Contract and Commercial, Inc., and The
University of Tennessee**

The following terms and conditions, as applicable, shall amend, modify, add or delete certain other terms and conditions to the above-referenced Agreement between Staples Contract and Commercial, Inc. ("Contractor") and The University of Tennessee ("Customer") and are incorporated thereunto by reference and made an integral part thereof. The terms and conditions of this Amendment shall control in the event same conflict with any term or condition of the above-referenced Agreement.

- E 15 Federal Economic Stimulus Funding This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable
- b. Executive Office of the President Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_ofm_circulars/
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. Any subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512 – Reporting and Registration Requirements.
 - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
 - ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Contract funded with Recovery Act funds.
 - (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
 - i. gross mismanagement,
 - ii. gross waste,
 - iii. substantial and specific danger to public health or safety,
 - iv. abuse of authority, or
 - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract)

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
 - i. to examine any records of the Contractor or any of its subcontractors that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
 - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.
- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
 - i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
 - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

- f The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements
- g If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E 17.. "Federal Economic Stimulus Funding "

IN WITNESS WHEREOF:

Staples Contract & Commercial, Inc.:



Gay L. Barth

10-2-09
Date

The University of Tennessee

Date