

File ID: 2025-00739

4/1/2025

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**Cooperative Purchase Agreement: Citywide Office Supplies [Published for 10-Day Review 3/21/2025]**

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**Location:** Citywide

**Recommendation:** Pass a **Motion:** 1) approving the use of Sourcewell cooperative purchasing agreement No. 070924-SCC with Staples Advantage (tracked under PRC003426) for the purchase of office supplies in an amount not-to-exceed \$5 million through February 2, 2029; and 2) authorize three one-year renewals at the City's option which could extend the contract through February 2, 2032.

**Contact:** Sara Wachter, Administrative Analyst, (916) 808-5748, swachter@cityofsacramento.org; Dayana Reyes Zanaska, Procurement Services Manager, (916) 808-5524, dreyeszanaska@cityofsacramento.org; Peter Coletto, Director of Finance, (916) 808-5416, pcoletto@cityofsacramento.org; Department of Finance

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Agreement

**Description/Analysis**

**Issue Detail:** The City of Sacramento has ongoing requirements for the procurement of office supplies and equipment. To maximize cost-savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. City departments use cooperative purchase agreements to save time and to maximize cost savings to obtain goods and services.

The City uses cooperative purchase agreements derived from competitive solicitations to save time and to maximize cost savings when obtaining supplies. Sourcewell issued a new Request for Proposals (RFP) #070924, which was awarded to Staples Advantage for a four-year period.

**Policy Considerations:** The recommendations in this report are in accordance with City Code Section 3.56.240, which authorizes the City to use cooperative purchasing agreements to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies, eliminating the need to perform additional competitive bidding by the City.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000.00 shall be made available to the public at least ten (10) days prior to council action. This contract was published for 10-day review on March 21, 2025, in compliance with the City Code.

**Economic Impacts:** None.

**Environmental Considerations:** This report concerns administrative activities and governmental fiscal activities that do not constitute a “project” as defined by the California Environmental Quality Act (CEQA) Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines Section 15060(c)(3)).

**Sustainability:** Under the City of Sacramento’s Climate Action Plan, all applicable “green” alternatives will be considered prior to the purchase of supplies and accessories.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In an ongoing effort to maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers operating costs through volume buying. When comparing the administrative costs of procurement, staff considers product research, source selection, specifications, advertising, staff reports, awarding, protests, and administration of the contract. It is often more cost-effective to eliminate the cost and time spent on these administrative processes and purchase items and services through cooperative purchasing programs

The cooperative purchasing agreement pricing terms and conditions were determined through a competitive solicitation that was conducted by Sourcewell. Approving this agreement will allow the City to continue benefiting from significant volume discounts beyond what could be achieved solely by the City of Sacramento.

**Financial Considerations:** Departments will use their own operating budgets to purchase office supplies and related materials as needed and as their budgets allow. Each division will submit their own purchase orders to authorize the purchases as required.

**Local Business Enterprise (LBE):** The minimum LBE participation requirement is waived for the

City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar programs.

CONTRACT #: PRC003426  
CONTRACT NAME: Office Supplies and Workplace Solutions  
AGREEMENT TERM: Four years  
AUTHORIZED RENEWALS: 3 one-year renewals  
DEPARTMENT: Finance / Procurement

## CITY OF SACRAMENTO COOPERATIVE/PIGGYBACKING AGREEMENT

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The City of Sacramento ("City") and Staples ("Contractor"), hereby agree to this Cooperative/Piggybacking Purchase Agreement ("Agreement"), effective as of February 3, 2025.

WHEREAS, the City wishes to purchase Office Supplies and Workplace Solutions, pursuant to the terms of this Agreement and Contract No. 070924-SCC, dated February 3, 2025 (the "Cooperative Contract," which is incorporated herein by this reference), with Sourcewell ("Cooperative Purchasing Organization").

NOW THEREFORE, Contractor and the City agree as follows:

1. The City agrees to purchase, pursuant to the terms of this Agreement and the Cooperative Contract, Office Supplies and Workplace Solutions. In no way shall payment from City to Contractor under this Agreement exceed \$5,000,000.00.
2. Scope of work. [**City representative to check all that apply**]:  
  
 City's purchase of the goods and/or services described herein shall be as set forth in Exhibit A. The goods and/or services shall be delivered to the City no later than N/A. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in Exhibit A; and/or  
  
 City's purchase of the goods and/or services described herein, including the date(s) of delivery, shall be as set forth in purchase order(s) issued by the City. The terms of this Agreement and the Cooperative Contract shall control over any contrary terms included in a purchase order.
3. The City shall have all the same pricing, terms, conditions, rights, and obligations as the Cooperative Purchasing Organization under the Cooperative Contract.
4. The term of this Agreement shall run through February 2, 2029, unless terminated earlier by the City. If the Cooperative Purchasing Organization renews or extends the Cooperative Contract by written amendment, this Agreement will automatically extend, not to go beyond (i) the term of the amended Cooperative Contract, or (ii) a total term of five years, whichever first occurs. Additionally, if the Cooperative Purchasing Organization renews or extends the Cooperative Contract by written amendment then the City has the option to extend the term of this Agreement, not to go beyond the term of the amended Cooperative Contract. City may terminate this Agreement upon notice to Contractor.
5. Notwithstanding any contrary term(s) in the Cooperative Contract, including any limitation of liability provision, Contractor shall defend, hold harmless and indemnify City, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the work or services performed under this Agreement or the Cooperative Contract, including, any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of

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or failure to perform this Agreement or the Cooperative Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts or omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

6. Insurance Requirements. [***To be completed by the City representative***].

Contractor shall, at Contractor's sole cost and expense and for the full term of this Agreement or any extension thereof, satisfy the following insurance requirements which shall apply to Contractor's performance under this Agreement [***check one***]:

the insurance limits and obligations contained in the Cooperative Contract. The City shall have all the same rights as the Cooperative Purchasing Organization under the Cooperative Contract and Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

the insurance requirements contained in Exhibit B, notwithstanding any contrary insurance requirements contained in the Cooperative Contract.

If neither line above in this section 6 is checked, the insurance limits and obligations contained in the Cooperative Contract shall apply, the City shall have all the same rights as the Cooperative Purchasing Organization, and Contractor shall provide the City with certificates of insurance evidencing the insurance required upon request.

7. Notwithstanding any contrary term(s) in the Cooperative Contract, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Agreement will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
8. The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
9. Contractor warrants and represents that the person or persons executing this Agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this Agreement and bind Contractor to the terms hereof.

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**CITY OF SACRAMENTO  
COOPERATIVE/PIGGYBACKING AGREEMENT**

10. Except as specifically modified herein, all terms and conditions of the Cooperative Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions of the Cooperative Contract as stipulated and modified by this Agreement. Where there is a conflict between the terms and conditions of the Cooperative Contract and this Agreement, this Agreement shall control.

**SIGNATURES**

The parties have signed this Contract, effective as of the day and year first stated above.

**CONTRACTOR**

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Erica Higgins  
Erica Higgins (Mar 21, 2025 15:53 EDT)

Title: VP Sales

**Additional Signature (if required):**

Title:

**CITY OF SACRAMENTO**

A Municipal Corporation

**APPROVED AS TO FORM:**

Signature: R M  
Ryan Meyerhoff (Mar 21, 2025 14:31 PDT)

Title: Senior Deputy City Attorney

**Reviewed By:**

Signature:

Title:

**Approved By:**

Signature:

Title:

**Additional Signature (if required):**

Title: